EXHIBIT 3

THIS SHIPPING ORDER

Shipper's Order No. 41160

GRAND

CONTRACT CARRIAGE CO.

At PONTIAC, MICHIGAN

PONTIAC MOTOR DIVISION
of General Motors C

From

PONTIAC MOTOR DIVISION
of General Motors Corporation

Consigned to ORDER of

Destination UTICA State of N.Y. County of

Notify MOHAWK VALLEY MTRS., INC. AFC ORIGINAL 5 Y.

At UTICA State of N.Y. County of

Route CC DAC INVICATION B HOLD AT BUFFALO FOR SURRENDER OF ORIGINAL BILL OF LADING IN RELEASE OF SAME

Delivering Carrier Car Initial Car No.

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	*(Subject to Correction)	RATE
	Passenger Motor Vehicles - Automobiles - Complete		
	TYPE		
1	BCA 10500A BODY SHT AU/HD/HB	1[illegible]	1.65
	BCA ADDED AIR TANK SHT B/C/T/DH/DE	5580	0.00
1	BCA ADDED AIR TANK SHT B/C/T/DH/DE	3486	0.00
	2 AT 1[illegible]		
	2 AT 1[illegible]		
	3 1/4 D. Total Weight		
	89		
2	Transportation Charges (If Charges to be Prepaid)		
3	Total Due		
	Additional Charges on U. S. Government Shipments (Except as noted)		

Shipper's Order No.

Marks or Nos.

Kind of Packages

Description of Articles, Special Marks, and Exceptions

Weight

Rate

Charges

continue operations as common carriers by water in existence on January 1st, 1940, and for initial hearing the amended applications of these applicants under Section 309, Paragraphs "a" and "c" of the Act, for authority to continue operations as common carriers by water instituted after January 1st, 1940, and existing February 1st, 1941.

Appearances will be taken only of those who did not enter their appearance at the prior hearing. Tre there any such, and, if so, please indicate whether you have been admitted to practice before the Commission?

Mr. LEWIS. Charles E. Lewis, for the Detroit & Cleveland Navigation Company. I am admitted to practice.

Exam. MCGRATH. What is the disposition of the parties with respect to continuing to hear these two applications on the consolidated record. Is there any objection to that?

116 Mr. FOSTER. There is none so far as we are concerned. We think they are very closely related and that is the way it should be heard.

Mr. EISEN. No objection on my part.

Exam. MCGRATH. All right; applicants may call their first witness.

Mr. FOSTER. You may take the stand, Mr. McCarthy. Mr. McCarthy was previously sworn.

Exam. MCGRATH. All right.

T. J. MCCARTHY, having been previously duly sworn, was examined and testified further as follows:

DIRECT EXAMINATION

Exam. MCGRATH. You were previously sworn, Mr. McCarthy?

A. Yes, sir.

Q. And you are still testifying under oath?

A. Yes, sir.

Mr. FOSTER. At this time, Mr. Examiner, we would like to make an amendment to our original application.

Exam. MCGRATH. In which docket?

Mr. FOSTER. In the Automotive Trades docket. Under article 2 of the application "B," irregular routes, we would like to add the certain irregular routes which were traveled, over which transportation was had in 1936, 1938, and 1939, as will be shown on applicant's exhibit 20, of which everyone has

117 a copy.

Mr. EISEN. Is that confined to Automotive Trades—is that confined to automobiles, may I ask, Mr. Foster?

Mr. FOSTER. No. It is confined to the actual operations of the vessels over these irregular routes during the grandfather period of 1939 and we ask that so the application will conform with the proofs which will be offered.

Mr. EISEN. Just for clarification: Does that application cover general commodities, automobiles, or what? I don't have a copy of it.

Mr. FOSTER. Of the application?

Mr. EISEN. The application.

Mr. FOSTER. It covers specials.

Exam. MCGRATH. Special commodities.

Mr. FOSTER. Primarily automobiles.

Exam. MCGRATH. And contains a statement that exemption is claimed on bulk commodities except when transported with nonexempt commodities. I take it, gentlemen, there is no objection to the amendment proposed?

Mr. ELDRED. Is this on the grandfather or on the interim operation?

Mr. FOSTER. It is on the grandfather.

Mr. ELDRED. I am not going to stand on any technicality because if the man has been doing it he is entitled to it. I am not going to stand on that. I assume that it will be supported
118 by proof.

Mr. SULLIVAN. May I ask if this operation encompassed both exempt and nonexempt upon the same ship at the same time?

Mr. FOSTER. No; it encompassed the general operation of the ship as a tramp vessel on the Great Lakes, getting cargoes where she could get them and transporting them to where she could get them.

Exam. MCGRATH. All right. In the absence of objection that amendment is allowed.

Mr. FOSTER. Now, Mr. Examiner, this case is an adjourned case and I will endeavor not to go over any of the ground that we did in the original hearing any more than is absolutely necessary, although I realize that some of it may be again covered but I will try to not do that.

Q. Mr. McCarthy, how long have you been engaged in the automobile transportation field?

A. 21 years.

Q. And with whom were you first associated?

A. Nicholson Transit Company. First associated with the Tri-State Steamship Company, then later the Nicholson Transit Company.

Q. And will you explain for the record just what connections you have had in that field during these 21 years?

A. With the Tri-State Steamship Company I was their automobile solicitor and operating man and for the Nicholson
119 Transit Company I handled every job they had on the dock from checking cars in, to loading them on the dock and soliciting them from the automobile plants and dealers and later, as the business developed from the original 2 boats, they had 13 at one time with the Nicholson Transit Company. Of course, later I was made the general solicitor of the automobile traffic for the Nicholson Transit Company. The Nicholson Transit Company was later taken over by the Nicholson Universal Steamship and I filled various positions with Nicholson Universal Steamship through the various ownerships, as the company had changed management two or three times and the last time it was sold to Mr. Fred L. Hewitt and my last position with them was their treasurer and general manager.

Q. And when did you leave that company?

A. In 1933.

Mr. EISEN. Just to keep the record straight, you don't mean Fred L. Hewitt; you mean to a corporation, don't you?

The WITNESS. Yes; that is all right. Fred L. Hewitt was the head of the corporation. I think a corporation to be formed is the way the thing was originally sold. I can't answer whether the corporation was ahead of—whether Mr. Hewitt was before the corporation but he represented the corporation, if that will clarify it.

Exam. MCGRATH. And the corporation you have reference to is the Universal Steamship?

120 The WITNESS. Now the Nicholson Universal.

Mr. EISEN. The corporation he has reference to, I think, is the Over Lakes Freight.

The WITNESS. Over Lakes Freight Company, all right.

Exam. MCGRATH. What was that, the predecessor of the Nicholson Universal Steamship Company?

The WITNESS. No; that is a holding company that took over the Nicholson Universal Steamship Company and the Spokane Steamship Company and some of the terminals of the Nicholson Universal.

Exam. MCGRATH. All Great Lakes lines, all Great Lakes operators?

The WITNESS. All Great Lakes operators; yes, sir.

By Mr. FOSTER:

Q. And with what company did you become connected after leaving Nicholson Universal Steamship Company?

A. With the D. & C. Navigation Company.

Q. And how long were you connected with that company, either you or your company?

A. From 1933 until February 4, 1942.

Q. I think there was offered as exhibit 2 in the original record, Mr. McCarthy, what purported to be the charter between the——

Exam. McGRATH. I just want to call attention to the fact that the Commission's record does not contain a copy of exhibit number 2.

Mr. FOSTER. Well, we can provide that.

121 Exam. McGRATH. Sir?

Mr. FOSTER. I say we can provide that and will be glad to do it.

Mr. EISEN. I offered that. I don't understand how it did not get in.

Mr. FOSTER. I think Mr. Arnold was to later send copies.

Mr. EISEN. No; we presented copies. Off the record.

(Discussion outside the record.)

Exam. McGRATH. All right, you may proceed, Mr. Foster.

Mr. FOSTER. Read as far as I go.

(Question read.)

Q. (Continuing.) T. J. McCarthy Steamship Company and the Detroit & Cleveland Navigation Company.

Mr. FOSTER. And, Mr. Examiner, I am going to have in all 20 exhibits. The exhibits 17, 18, 19, and 20 will not be offered through Mr. McCarthy, so that as a matter of convenience I just hand you all of those exhibits now. I also hand the reporter a set.

Exam. McGRATH. Off the record.

(Discussion outside the record.)

Exam. McGRATH. Back on the record.

Mr. FOSTER. Mark these for identification, please, as exhibits 11 to 27, inclusive.

(Exhibits Nos. 11 to 27, inclusive, Witness McCarthy, marked for identification.)

122 By Mr. FOSTER:

Q. Mr. McCarthy, was the exhibit 2, which was the charter on the steamer "Mead," later amended?

A. Yes; it was.

Q. And in writing between the companies?

A. In writing. April 7, 1939.

Q. And was the similar charter on the steamer "T. J. McCarthy," Ex "Morris S. Tremaine," also amended?

A. Yes; it was.

Q. I show you for identification Mr. McCarthy, exhibit 11 and ask you if that is the modification of the charter of the steamer "T. J. McCarthy," Ex "Morris S. Tremaine"?

A. Yes, sir; it is.

Q. I show you exhibit 12 and ask you if that was the modification of the charter dated February 18, 1937, on the steamer "George W. Mead."

A. Yes, sir.

Q. Each of those exhibits consists of two pages, which is a letter and an added paragraph 18 to the charter?

A. Yes, sir.

Q. And you know of your own knowledge that each of those charters was so amended?

A. Yes, sir.

Q. Now, was the first agreement that you had with the Detroit & Cleveland Navigation Company for the solicitation of automobiles reduced to writing, Mr. McCarthy?

123 A. It was.

Q. And is that agreement set out in this paper which I now show you?

A. Yes, sir.

Q. And which for identification is marked exhibit 13?

A. Yes, sir.

Q. And you know of your own knowledge that that was the original agreement between you individually and the Detroit & Cleveland Navigation Company for the solicitation of automobiles?

A. It was.

Mr. SULLIVAN: Just a minute off the record, if you please.

(Discussion outside the record.)

Exam. MCGRATH. Back on the record.

By Mr. FOSTER:

Q. That is the true agreement, Mr. McCarthy, with the exception that the spaces which are shown blank are the percentages which have been eliminated?

A. Yes, sir.

Q. Yes. Now, in 1933, Mr. McCarthy, I will ask you whether or not in your solicitation efforts it was necessary to add additional automobile vessels to handle the traffic?

A. It was necessary to obtain other vessels.

Q. And I ask you whether on August 3, 1933, you entered into an agreement with the Detroit & Cleveland Navigation Company to obtain the services of the steamers "Davis" and "Utica?"

124 A. Yes, sir.

Q. I will show you this document marked exhibit 14 and ask you if except for the percentages which have been blanked out, if that is a true copy of that agreement?

Mr. SULLIVAN. There are more than percentages. Except for the blanks.

By Mr. FOSTER:

Q. Except for the blanks?

A. Yes, sir; it is a true copy.

Q. And the Detroit & Cleveland Navigation Company and you individually performed under that agreement?

A. Yes, sir.

Q. And the steamers "Davis" and "Utica" were operated between Detroit and Buffalo and Detroit and Cleveland under the arrangement as outlined in this agreement?

A. Yes, sir.

Q. Did you subsequently and on April 17, 1934, enter into a further agreement with the Detroit & Cleveland Navigation Company for the solicitation of automobiles?

A. Yes, sir.

Q. I will show you this paper and ask you if that truly reflects that agreement with exception of the blanks which relate to the percentages?

A. It does.

Q. And this is the exhibit which is marked 15 for identification?

125 A. Yes, sir.

Q. I will ask you, Mr. McCarthy, whether subsequently and on February 18, 1937, you entered into an agreement with the Detroit & Cleveland Navigation Company for cancelling the agreement of April 17, 1934?

A. Yes, sir.

Q. And is that agreement truly reflected in the papers which you have before you there?

A. Marked exhibit 16.

Q. Which for identification is marked exhibit 16?

A. Yes, sir.

Q. And did you, Mr. McCarthy, as the principal stockholder of the T. J. McCarthy Steamship Company cause the T. J. McCarthy Steamship Company to sign a solicitation agreement with the Detroit & Cleveland Navigation Company?

A. Yes, sir.

Q. And since February 18, 1937 the solicitation agreement has been an agreement between the T. J. McCarthy Steamship Company, one of the applicants, and the Detroit & Cleveland Navigation Company?

A. Yes, sir.

Q. I show you a paper, Mr. McCarthy, marked for identification as exhibit 17 and ask you if that is an agreement entered into

between the Detroit & Cleveland Navigation Company and Automotive Trades Steamship Company?

126 A. Yes, sir; it is.

Q. And that agreement covers the operations of the steamer Morris S. Tremaine during 1936?

A. Yes, sir.

Q. And the letter of November 24, 1936, with exception of the blanks as to percentage, was the agreement entered into under which you operated?

A. Yes, sir.

Q. And the steamer Morris S. Tremaine was operated between Detroit, Michigan, Cleveland, Ohio and Buffalo, New York, on a profit-sharing basis?

A. Yes, sir.

Q. During 1936?

A. Yes, sir.

Q. And do you recall, Mr. McCarthy, whose bills of lading were used in the transportation of the merchandise handled by the Tremaine under that arrangement?

A. Under that arrangement they were handled on the D. & C. bills of lading.

Q. And that was for a matter of convenience?

A. Yes.

Q. I mean there was no reason why if you wanted to they could not have been handled on your own bill of lading?

A. There is no reason why they could not have been handled on our own bill of lading.

127 Mr. ELDRED. Now, this is exhibit 17 you are referring to?

Mr. FOSTER. Yes.

Q. I show you a paper, Mr. McCarthy, marked for purposes of identification as exhibit 18, an agreement between Detroit & Cleveland Navigation Company and the T. J. McCarthy Steamship Company. Now, is that the solicitation agreement between those two companies that was in effect until recently cancelled?

A. Yes; that is the agreement that was in effect until it was cancelled.

Q. As in the other exhibits, the blanks shown therein are the blanking out of the percentages?

A. Yes, sir.

Q. Did the T. J. McCarthy Steamship Company enter into an agreement with T. J. McCarthy, individually, following the agreement between the Detroit & Cleveland Navigation Company and the T. J. McCarthy Steamship Company?

A. It did, the identical agreement as the D. & C. had with T. J. McCarthy on payment of commissions, and so forth; just a transfer to the T. J. McCarthy Steamship Company.

Q. And is that reflected in this paper that is marked for identification as exhibit 19?

A. Yes, sir.

Q. Now, Mr. McCarthy, under this solicitation agreement with the Detroit & Cleveland Navigation Company from 1937 through 1941 did you engage solicitors to solicit automobile traffic?

128 A. We engaged all of the automobile solicitors to solicit the automobile traffic and paid them.

Q. And how many solicitors were engaged?

A. Employed at one time we had as many as nine solicitors in various parts of the eastern territory soliciting automobiles.

Q. And did you maintain offices in cities other than Detroit?

A. Yes; we maintained an office in Cleveland, Ohio, an office in Buffalo, New York and an office in Philadelphia and New York City.

Q. And did the Detroit & Cleveland Navigation Company have any solicitors for automobiles at all other than those who were soliciting under the agreement which the T. J. McCarthy Steamship Company had with the Detroit & Cleveland Navigation Company?

A. No; they didn't have any solicitors although they did contribute to the salary and expense of one solicitor in Pittsburgh, Pennsylvania with T. J. McCarthy.

Q. Was this particular man—did he devote part of his time to the solicitation of passengers and general freight?

A. Yes; he did. That was on the basis that he was hired.

Q. Now, Mr. McCarthy, was the charter on the steamer Ingalls for the season of 1940, with exception of the charter hire, similar in general terms to the charter on the Mead, which is in the record as exhibit 2?

A. It is identical.

129 Q. Now, did the Automotive Trades Steamship Company, Mr. McCarthy, enter into an agreement with the Detroit & Cleveland Navigation Company on the steamer George H. Ingalls for the season of navigation of 1941?

A. It did.

Q. And is that agreement reflected in this exhibit which we have marked 20 for identification?

A. Yes, sir; that is a copy of the agreement.

Q. And the blank spaces which have been left out of that agreement of March 8, 1941 related to payments of charter hire, is that right?

A. Yes, sir.

Q. Now, as the result of that agreement have the Detroit & Cleveland Navigation Company billed the Automotive Trades

Steamship Company for a so-called deficiency in automobiles transported on the Ingalls during the season of 1941?

A. Yes; they have billed the Automotive Trades Steamship Company for a deficiency of 761 automobiles on an adjustment of an agreed amount of 30,000 automobiles to be carried on the steamer George H. Ingalls for the season of 1941.

Q. In other words, the charter hire which they were to pay depended upon the automobiles transported?

A. That is right.

Q. Now, under that agreement, Mr. McCarthy, was the George H. Ingalls to take her regular turn at the dock?

130 A. Yes; under that agreement it specifies that she takes her regular turn at the dock for loading and unloading.

Q. That agreement is marked for identification as exhibit 20. Now, Mr. McCarthy, in pursuance of the option provisions on the Tremaine and Mead charters did the Detroit & Cleveland Navigation Company exercise those options for the season of 1942?

A. Yes; they did.

Q. And when did they do that?

A. The date, I believe, was December 23rd. I don't know that I have a copy of the agreement here but it was December 23rd.

Q. Had they in any previous year exercised that option prior to a few days before February 1st?

A. No. In one case it was after February 1st.

Q. And did the Detroit & Cleveland Navigation Company discuss with you the cancellation of the charter which they had exercised on the steamer T. J. McCarthy, Ex Morris S. Tremaine?

A. Yes; they did.

Q. And was an agreement made between Automotive Trades Steamship Company and the Detroit & Cleveland Navigation Company cancelling that charter?

A. Yes, sir; there was.

Q. And is that reflected in the document which you have before you there and which for identification has been marked exhibit number 21?

A. Yes; it is.

131 Q. And does exhibit 21 contain your covering letter which you mailed or sent to the Detroit & Cleveland Navigation Company for the cancellation of that charter?

A. Yes, sir.

Q. Did you also have discussions with the Detroit & Cleveland Navigation Company in connection with the proposed cancellation of the solicitation agreement between the T. J. McCarthy Steamship Company and the Detroit & Cleveland Navigation

Company and also the cancellation of charter on the steamer George W. Mead?

A. Yes, sir.

Q. And which they had previously exercised?

A. Yes, sir.

Q. And was an agreement made between the Detroit & Cleveland Navigation Company and the T. J. McCarthy Steamship Company cancelling that solicitation agreement and also cancelling the charter on the steamer George W. Mead for 1942?

A. There was such an agreement.

Q. And does the paper which you have before you, which for identification has been marked exhibit 22, contain that cancellation agreement?

A. Yes, sir.

Q. And likewise your covering letter?

A. Yes, sir.

Q. Now, Mr. McCarthy, since 1935 I will ask you whether when business conditions as a result of your solicitation or your
132 company's solicitation required the putting into service of additional automobile boats if you or your companies went out and acquired these additional automobile boats?

A. We did.

Q. And as the result of your efforts or your company's efforts in soliciting automobiles was it necessary from 1936 to the cancellation of this agreement to put on three additional automobile boats on Lake Erie?

A. Yes. There were actually four put on, but the T. J. McCarthy Steamship Company and the Automotive Trades Steamship Company only purchased and put on three of them.

Q. Well, the Fitch was put on in 1934, wasn't it?

Mr. ELDRED. Mr. Examiner, I don't see what materiality that has to do with the grandfather application of these applicants, the number of boats put on as a result of some solicitation. I don't want to be technical here but I don't see where the materiality of the operations of this applicant is on the grandfather date as to these.

Mr. FOSTER. I think it is very material, Mr. Examiner.

Exam. McGRATH. All right, proceed with the witness.

Mr. ELDRED. I don't want to press it but I mean, I think we have got a lot to do here and we don't want to stay here two or three days if we can help it.

By Mr. FOSTER:

Q. Did you endeavor on various occasions, Mr. McCarthy, to have the D. & C. acquire this additional tonnage
133 to handle this business?

A. Yes; on several occasions.

Q. And to have them assist the Automotive Trades Steamship Company in financing the conversion of these ships?

Mr. EISDRED. Well, now, I object to that. Now we are going far afield here, Mr. Examiner.

Mr. FOSTER. Mr. Examiner, I think that the only way we can show this full picture is to develop the picture and Mr. McCarthy had to acquire these boats and he did acquire them, he ran some of them in the general trade on the general route on the Great Lakes. He couldn't put them on the automobile trade until he could actually arrange to convert them and I think it goes to the whole basic principle of his rights under this Act.

Mr. EISEN. Mr. Examiner, if I may be heard; I don't see what difference it makes how he acquired the boats, why he acquired them or when? The application of the applicant is asking permission to continue operations that were in effect on a certain date. We still haven't gotten anything as to what the operations were on a certain date. Why he got the boats, how he paid for them, when he paid for them or anything like that has no bearing on the case.

Exam. MCGRATH. You may proceed. The objection is overruled.

By Mr. FOSTER:

134 Q. Did you have certain discussions, Mr. McCarthy, with the officials of the Detroit & Cleveland Navigation Company in connection with putting on these additional automobile boats?

Mr. EISEN. At what time?

Mr. FOSTER. Back in 1937.

A. Yes. 1936 it was, Mr. Foster.

Q. Well, you subsequently had discussions in 1937?

A. That is right and in 1937, for additional capacity.

Q. And did you submit at that time a memorandum to the Detroit & Cleveland Navigation Company?

A. Yes, sir.

Q. Covering those discussions?

A. Yes, sir.

Q. And is that memorandum contained in the document which you have before you?

A. Yes, sir.

Q. Which for identification is marked exhibit 23?

A. Yes, sir.

Q. Now, did the Detroit & Cleveland Navigation Company in any way assist in converting any of these vessels to automobile carriers?

A. No, sir.

Q. And did the Automotive Trades and the T. J. McCarthy Steamship Company purchase these vessels and give back mortgages?

A. They did.

Q. And, so far as you know——

135 A. Mr. Foster, may I correct my first answer in connection with some work on the steamer "Mead" on its between decks. We furnished the "Mead" as an automobile carrier. We furnished the "Tremaine" as an automobile carrier. The D. & C. later wanted to put on package freight and which was agreeable and by mutual agreement it was satisfactory for them to put on the package freight but it was necessary that they spend the additional money t strengthen the floors on both vessels or, rather, the deck and put in one gangway on the steamer "Morris S. Tremaine."

Q. But that was for the purpose of using them in package freight and not in automobiles?

A. That is right.

Q. But so far as the use of the vessels in the automobile trade were concerned, they had been purchased and converted wholly at the expense of either the T. J. McCarthy Steamship Company or the Automotive Trades Steamship Company?

A. Yes, sir.

Q. And in connection with the conversion of these vessels was it necessary for the company to raise funds by way of mortgage?

A. Yes, sir.

Q. And that was done?

A. And that was done.

Q. When you originally purchased the "Mead" did you give back a purchase money mortgage?

A. Yes, sir.

136 Mr. Eldred. Well, Mr. Examiner, I would just like to make an objection here, a further objection, as to the financial arrangements. It has nothing to do whatsoever with this grandfather operation. I would just like to have it entered on the record.

Mr. Foster. Well, part of this is also on the ability and fitness. I was going to develop that this company is now free from debt.

Mr. Eldred. Why don't you do that instead of going ahead from where he operated back in 1937 or 1936?

Mr. Foster. Well, he acquired the vessels.

Exam. McGrath. All right, proceed. The objection is overruled.

By Mr. Foster:

Q. And was that also true, Mr. McCarthy, at the time of the purchase of the "Tremaine" and "Ingalls?"

A. Yes, sir.

Q. Mr. McCarthy, at the time that the Automotive Trades Steamship Company purchased the "Tremaine" and "Ingalls" to handle this additional traffic, did you at that time have any discussions with officials of the Detroit & Cleveland Navigation Company?

A. I did.

Q. And what were those discussions and with whom did you have them? Or, rather, with whom did you have this discussion and about what were they?

A. With Mr. Wright, who wished to assure me, when I
137 told him that the boats had been inspected and passed inspection, he assured me that there was no responsibility on the part of the D. & C. for our purchasing the boat, and there was no liability for the D. & C. to use them and at that time advised him that I was taking it on my own responsibility and hoped to develop sufficient business to use the boats and asked if in the event sufficient business was developed in accordance with an agreement we earlier had would they not put on the boats that I had purchased rather than chartering more outside boats from some other company and he said oh, yes; they would.

Q. And that was done?

A. That was done.

Q. And as the business gradually developed the boats owned and controlled by one or the other of these applicants were put on to handle this additional business?

A. Yes, sir.

Q. And under the various charter arrangements which are in evidence here?

A. Yes, sir.

Q. Now, Mr. McCarthy, you purchased the "Tremaine" and "Ingalls" in 1936, did you not?

A. Yes, sir.

Q. And in 1936 I will ask you whether or not the automobile business was sufficient to require the use of all the "Mead," "Ingalls" and "Tremaine"?

138 A. No, it was not.

Q. And did the Automotive Trades Steamship Company operate the steamer "George H. Ingalls" on the Great Lakes generally in the year 1936?

A. It did.

Q. And you handled various types of cargoes?

A. Various types of cargoes; yes, sir.

Q. And how did you go about obtaining these cargoes, Mr. McCarthy?

A. Well, we called down and solicited other brokers and buyers and shippers of material that we carried, soliciting generally for cargoes wherever we could get them and of whatever nature we could get suitable for our vessel.

Q. And did handle during the season of 1936 on that vessel general cargoes over the general routes on the Great Lakes?

A. Yes, sir.

Q. Now, in 1937 what was done with the "Ingalls"?

A. The steamer "Ingalls" was chartered to the Cleveland-Cliffs Iron Company.

Q. And what was done with her in 1938?

A. The Cleveland-Cliffs Iron Company released her from her charter and the Automotive Trades Steamship Company put the steamer "Ingalls" into commission and solicited cargoes generally on the Great Lakes.

Q. And what various cargoes were handled in that vessel, 139 Mr. McCarthy, during the season of navigation of 1938?

A. Shall I enumerate them?

Q. Yes.

Mr. ELDRED. Now, it is all there in exhibit 27, isn't it?

Mr. FOSTER. That is right. I want to develop how he got those cargoes.

A. Is that exhibit 27, is that the number of that?

Q. That is exhibit 27.

A. Silica rock, coal, screenings, grain of various kind, were solicited from brokers in Buffalo, Cleveland, Chicago, wherever it was possible for us to pick up a cargo or to secure a cargo from whatever source that you usually apply to.

Q. And during the season of 1938 that vessel operated on Lake Erie, Lake Michigan, Lake Huron, and Lake Superior, is that right?

A. In 1938?

Q. Yes, in 1938.

A. And Lake Ontario.

Q. And Lake Ontario?

A. Yes, sir.

Q. So she operated on all five of the Great Lakes?

A. Yes, sir.

Q. And you got those cargoes by general solicitation through the ordinary sources of obtaining cargoes?

A. Yes, sir.

140 Q. Now, did the Automotive Trades Steamship Company operate the steamer "George H. Ingalls" in the general trade on the Great Lakes during the season of navigation of 1939?

A. It did.

Q. And were her operations during that year similar to those of 1936 and 1938?

A. Yes, sir; they were very similar.

Q. Now, I note, Mr. McCarthy, that the vessel did not come out until rather late in the season of 1939. I will ask you whether bulk shipping generally on the Great Lakes was rather slack in 1939?

A. Yes, it was very slow and slack. It was not until September before we could secure any cargoes for that vessel.

Q. And had you made any efforts or attempts to secure cargoes prior to that time?

A. Oh, yes. We had the boat laying there and wanted to put it to work but we could not secure any cargoes anywhere due to the slackness of business.

Q. But during the fall of that year you were able to line up sufficient cargoes for the ship to justify you, in your opinion, to bring the steamer out?

A. Yes. We got 10 cargoes, including a storage load, after the vessel came out in September and we kept her busy steadily from September until the end of the season.

141 Q. And did that vessel operate during 1939 on a route which would include Detroit and Duluth and Superior?

A. It did; yes, sir.

Q. And it would also include Detroit and Buffalo?

A. Yes, sir.

Q. And Detroit and Cleveland?

A. Yes, sir.

Q. And you solicited cargoes generally for transportation over those routes in 1939?

A. Yes, sir.

Q. And also transported cargoes over those routes during that period?

A. Yes, sir.

By Exam. McGRATH:

Q. Those cargoes consisted of what commodities?

A. Grain, refuse, screenings, oats, stone, flax, and so forth.

Q. And so forth?

A. Refuse.

Mr. ELDRED. Mr. Examiner——

By Exam. McGrath:

Q. Is that all now?

A. Well, there is a list of them here.

Q. Does that include them all?

A. Yes, sir.

Mr. Foster. Read them off, Mr. McCarthy.

The Witness. Grain, refuse.

142 Mr. Sullivan. They are all specified in there, aren't they?

The Witness. That is right. He asked the question Grain——

Exam. McGrath. Well, off the record, now.

(Discussion outside the record.)

Exam. McGrath. Back on the record.

Q. Now, have you named all the commodities which comprised the caroges on that vessel? The reporter will read them back to see whether you have omitted any.

(Previous answer read.)

The Witness. During the entire period of 1936, 1938, and 1939?

Exam. McGrath. That last period that you referred to.

Mr. Foster. During 1939, Mr. McCarthy.

Exam. McGrath. Read it, Mr. Reporter.

(Answer read.)

The Witness. That is all.

Mr. Eldred. I wonder if I might inquire at this time what rights are being sought here by the Automotive States Steamship Company? I mean I am not quite clear as to just what the application purports to cover. Are you going to use this exhibit for grandfather rights——

Exam. McGrath. Well, that exhibit is not before us now.

Mr. Eldred. Well, Mr. Examiner, there is testimony—I

143 just wanted to get the thing clear in my own mind, if I can, here.

Exam. McGrath. Do you care to make an answer to that?

Mr. Foster. What do you wish to get clear, Mr. Eldred?

Mr. Eldred. I want to know, first, what you are asking for, what rights you are asking for in behalf of Automotive?

Mr. Foster. In behalf of Automotive?

Mr. Eldred. Yes.

Mr. Foster. We are going to ask the general right to transport commodities on the Great Lakes.

Mr. Sullivan. As a contract or common carrier?

Mr. Foster. As a common carrier.

Mr. Sullivan. Common?

Mr. Foster. As a common carrier. That is what our application sets forth.

Mr. ELDRED. Are you asking for general commodities?

Mr. FOSTER. What do you mean by "general commodities"?

Mr. ELDRED. Well, I am trying to find out what you want, sir.

Exam. MCGRATH. Can't you be more specific now, Mr. Foster?

Mr. FOSTER. Well, we certainly are asking for the right to transport automobiles.

Mr. ELDRED. All right. What else?

Mr. FOSTER. Well, I don't think it is up to me to tell them what we are asking for. The application is here and the
144 Commission has docketed our case. I am not going to enter into any argument with counsel now about what we are asking for.

Mr. ELDRED. I am not asking you for any argument. I think it ought to be clear in the record what applicants are asking for.

Exam. MCGRATH. In addition to authority to transport automobiles, what other commodities?

Mr. FOSTER. We are not asking at this present time for any other specific commodity except automobiles and all of these commodities which were formerly carried when carried with automobiles or when carried with grain, three types of commodities.

Exam. MCGRATH. By "these commodities" what do you mean?

Mr. FOSTER. We mean the commodities which we have already shown on these exhibits. That is why I think the Examiner was right when he said Mr. Eldred was a little bit premature.

Mr. ELDRED. No, I am not premature. I think we have a right to know what the applicant is asking.

Exam. MCGRATH. Well, he has answered your question.

Mr. ELDRED. All right. Now, might I ask one other question here? Is the claim of the commodities other than those of automobiles an interim application or a grandfather application?

Mr. FOSTER. What is that question?

145 Exam. MCGRATH. Read it, Mr. Reporter.

(Question read.)

Mr. FOSTER. Well, both automobiles and the other commodities are grandfather.

Mr. ELDRED. Well, now, would you answer the question, Mr. Foster? I will try to put it another way.

Mr. FOSTER. Mr. Examiner, do you desire for Mr. Eldred to just keeping asking these questions? Do I have to answer these questions?

Exam. MCGRATH. Only for the purpose of clarification.

Mr. ELDRED. I am not trying to get into any argument, Mr. Foster. I am just trying to find out what the situation is so I can properly cross-examine Mr. McCarthy. I don't want to waste a lot of time.

Mr. FOSTER. Read the question back.

Mr. ELDRED. I will ask it again.

Mr. SULLIVAN. I think Mr. Foster said it was a grandfather application.

Mr. FOSTER. I said that.

Mr. ELDRED. It is entirely grandfather for these general commodities other than automobiles?

Mr. FOSTER. That is right, and to make myself plain, it is also grandfather and interim on automobiles.

Mr. ELDRED. All right. Now we are clear.

By Mr. FOSTER:

145 Q. Now, Mr. McCarthy, the Automobile Trades Steamship Company did not transport on the steamer "George H. Ingalls" any automobiles in 1939?

A. It did not.

Q. Were they approached to transport automobiles?

A. Yes; we were approached to handle automobiles in 1939 on the steamer "Ingalls."

Q. And was the schedule of that vessel such that you could not comply with that request?

A. That is right.

Q. She was tied up with other commodities?

A. Other commodities, with loads for different ports, at the time the cars were offered.

Q. Now, under your solicitation agreement with the Detroit & Cleveland Navigation Company you could not go out and solicit automobiles for transportation, is that right?

A. That is right, not in competition with the Detroit & Cleveland Navigation Company.

Q. Yes.

Mr. EISEN. You mean, Mr. Foster, he could not solicit automobiles for other than D. & C.?

Mr. FOSTER. I mean just what I say.

Exam. McGRATH. Please reserve that for cross-examination. Don't be interrupting unnecessarily.

Mr. EISEN. It was not cross-examination; merely for the sake of clarification.

292 By Mr. FOSTER:

Q. Now, Mr. McCarthy, did you operate any of these steamers in the upper lakes trade during the season of navigation of 1941?

A. No, sir; not on the Lake Superior.

Q. I say on the upper lakes trade?

A. No, sir.

Q. At the end of the season of 1941 didn't the "Ingalls"——

A. I beg your pardon, I forgot that one trip. At the end of the season of 1941 the steamer "Ingalls" went to Ft. William for a load of storage grain and transported it to Buffalo.

Q. And that was following the termination of the 1941 charter?

A. With the D. & C. Navigation Company; yes, sir. When they advised they were through with the boat for the season we secured a cargo and carried it.

Q. And neither the "Mead" nor the "T. J. McCarthy," Ex the "Morris S. Tremaine," were returned to you in sufficient time to place the vessels in another service, is that right?

A. That is right.

Q. They both operated with automobiles on Lake Erie until well into December?

A. Well into December and were tied up at that time. It was too late for any other operation.

Q. Now, Mr. McCarthy, have there been some discussions between you and the War Production Board and the Maritime Commission concerning these three ships recently?

148 A. Well, there have been discussions in January and February.

Q. I will ask you whether or not you were called to Washington for the purpose of discussing with the War Production Board the possible conversion of all of these vessels into iron ore carriers?

A. Yes, sir; I was.

Q. And all three of the ships have been surveyed by surveyors of the United States Maritime Commission with a view to determining the feasibility of conversion into iron ore carriers for the duration of the war, is that right?

A. Two of them have been surveyed. The third still has a load of grain in it, the "Ingalls," at Buffalo and they asked to be advised when it was unloaded so that they could continue the survey.

Q. In other words, the "Ingalls" has not as yet been surveyed?

A. The "Ingalls" has not as yet been surveyed.

Q. And how recently did you receive inquiry about the "Ingalls?"

A. This morning.

Q. And from whom was that received?

A. Gielow, Inc., who are doing the surveying for the Maritime Commission.

Q. And at the present time you don't know whether these vessels will be requisitioned for use in the iron ore trade or not, is that right?

A. I don't know.

149 Q. You have been told that that is a distinct possibility, dependent upon the result of these surveys?

A. All the discussions have been on a basis of converting them into ore carriers.

Q. These vessels, the "T. J. McCarthy" and the "Mead," are now in all respects suitable for automobiles?

A. Yes, sir.

Q. Now, was it necessary last fall for you to make changes in the "Ingalls" in order for her to go into the grain trade?

A. Yes, sir. We had to make considerable changes.

Q. And what were those changes, Mr. McCarthy?

A. We had to take the false deck off on the spar deck, the false deck covering the hatch-covers and had to take out the two between decks and some of the channels on the deck beams in the way of the hatches, which would interfere with the loading and unloading of the vessel through these hatches on the top deck or the spar deck.

Q. And in order to place her back in the automobile trade it will be necessary to renew the false top deck and to put back the in the between decks, is that right?

A. Yes, sir.

Exam. McGrath. At what time in 1941 was that change made in the vessel?

The Witness. In December, after December 3rd. The D. & C. had turned the vessel back to us at noon on December 3rd
150 and the change was made after that time.

By Mr. Foster:

Q. And how, Mr. McCarthy, did you obtain the cargo for the "Ingalls" in 1941? Was it necessary for you to solicit that cargo?

A. Yes; we had to solicit various grain brokers in Cleveland and Buffalo for a cargo for the "Ingalls."

Q. And you did obtain a cargo for her?

A. We did obtain a cargo; yes, sir.

Q. And neither the Automotive Trades Steamship Company or the T. J. McCarthy Steamship Company have any agreements of any kind or nature now, either as to solicitation or option for charter of any of its vessels, to the Detroit & Cleveland Navigation Company?

A. No, sir.

Q. Mr. McCarthy, in connection with the handling of these automobiles was it necessary that the T. J. McCarthy Steamship Company or you individually obtain dock space for the handling of these cars at Detroit?

A. It was.

Q. The Detroit & Cleveland Navigation Company, I take it, did not have the dock facilities to handle the volume of automobiles that were being obtained?

A. No; they did not have the required space or the necessary space.

Q. And did you negotiate a lease for the Iron Street property so-called?

151 A. Yes; I did negotiate a lease for dock space at the foot of Iron Street.

Q. And did you endeavor to get the Detroit & Cleveland Navigation Company to assume that lease?

A. I did.

Q. And were you successful in those efforts?

A. No. The only way they would use the property was on a per car basis, paying only when they used it for the cars put over the dock. That was under a separate corporation, however. The name of the corporation was the Lake Materials Company.

Q. And do you own the stock in that company?

A. Yes, sir.

Q. All but the qualifying shares?

A. Yes, sir.

Q. And was that dock actually operated by you at a loss in certain years?

A. Yes; it was for several years at a loss.

Q. And would it have been possible to have handled the volume of automobiles handled on Lake Erie, which were handled by the Detroit & Cleveland Navigation Company's own vessels and those of yours which were under charter, had it not been for that dock?

A. It would not have been possible.

Q. Do you recall, Mr. McCarthy, how many cars were handled over that dock in any particular year?

152 A. Yes. I believe there is an exhibit there; but pretty close to 30,000 cars, or in the neighborhood of 30,000 cars this year, in 1941.

Mr. FOSTER. Mr. Examiner, I would like to check back some of Mr. McCarthy's testimony. I wonder if we could have about a ten minute recess at this time?

Exam. MCGRATH. All right. We will take a brief recess, gentlemen, ten minutes.

(Whereupon a short recess was had.)

Exam. MCGRATH. You may proceed.

By Mr. FOSTER:

Q. Mr. McCarthy, I thought I had covered this in the earlier testimony but apparently I had not. At the time that the steamers "Ingalls" and "T. J. McCarthy" were purchased were they conventional bulk carriers?

A. They were conventional regular bulk carriers. Pardon me. The "McCarthy"—the "Tremaine" was a bulk carrier but the steamer "George W. Mead" was a package freight boat.

Q. That was a package freight boat?

A. Yes, sir.

Q. She had between decks and side gangways?

A. She had between decks and side gangways, whereas the "Tremaine" had just the two compartments; an open hold bulk carrier vessel.

Q. And that was also true of the "George H. Ingalls"?

A. That was also true of the "George H. Ingalls."

153 Q. And these vessels were converted to bulk carriers, one in 1936 and the other in the fall and winter of 1939, is that right?

A. They were converted to automobile carriers.

Q. To automobile carriers; yes.

A. Yes.

Q. And for the purpose of the record here will you state just what it was necessary to do to those vessels to convert them into the automobile trade?

A. Yes. We had to take out of each of the two vessels, the "McCarthy" and the "Ingalls," two bulkheads and——

Q. Excuse me, Mr. McCarthy. That question and answer may be stricken because it is covered in the record on page 53.

Now, Mr. McCarthy, the record shows, on page 53, as to the cost of these conversions, "$400,000." Now, that is a typographical error, is it not?

A. Oh, yes; yes.

Q. What was the approximate cost of converting each of these ships into an automobile carrier?

A. $40,000.

Q. $40,000. Now, Mr. McCarthy, has your arrangement and that of the T. J. McCarthy Steamship Company from the inception, so far as your solicitation agreement is concerned with the Detroit & Cleveland Navigation Company, been on a percentage basis?

154 A. A percentage basis.

Q. A percentage of the gross freights on automobiles?

A. Yes; it has been on a percentage of the gross freight on automobiles.

Q. And, as you have previously testified, the solicitation of automobiles was exclusively either with you or with the T. J. McCarthy Steamship Company?

A. Yes, sir.

Q. Now, without giving any actual figures—you do have, of course, figures on which you have been paid these commissions?

A. Yes, sir.

Q. But without giving the actual figures could you tell us what percentage of increase in automobile revenue there was between 1934 and 1933?

A. There was between 35 and 40 percent increase in 1934 as against 1933.

Q. And between 1935 and 1934?

A. Approximately 100 percent increase over 1934.

Q. And what increase between 1936 and 1935?

A. About a 20 percent increase in 1936 revenue over 1935.

Q. And what increase between 1937 and 1936?

A. Approximately 12 percent over 1936.

Q. And what was the situation in 1938 in relation to 1937?

A. We had a very bad year in 1938 all over the country. The automobile business went off more than 50 percent as far as
153 revenue is concerned, and there was quite a decrease.

Q. And the automobile revenue, then, between 1938 and 1937 showed a very substantial decrease?

A. Yes. Approximately $350,000, if you want to use the figures on the decrease.

Q. Then in 1939, what was 1939 in relation to 1938?

A. That was 50 percent better in 1939 than in 1938.

Q. And what was the relation between 1940 and 1939?

A. 40 percent increase in 1940 against 1939.

Q. And what was the situation between 1941 and 1940?

A. 20 percent increase in 1941 as against 1940; making a total increase from the time it was started in 1933 through 1941 of about 400 percent increase in the business—in the revenue, rather, for automobiles.

Mr. Foster. We wish to offer at this time in evidence exhibits 11 to 23, inclusive, all of which have been previously identified by the witness, Mr. McCarthy.

Mr. Eisen. Can that be held until after cross-examination?

Exam. McGrath. That is rather unusual.

Mr. Eisen. No; I mean the receipt.

Exam. McGrath. That is what I mean. Is that satisfactory to you, sir?

Mr. Foster. What is that?

Exam. McGrath. Is that satisfactory to you?

Mr. Foster. Well, it is satisfactory to me if it is satis-
156 factory with the Examiner.

Exam. McGrath. All right, I won't interfere.

Mr. Foster. You may cross-examine.

Cross-examination by Mr. Eisen:

Q. Mr. McCarthy; on your exhibit No. 14, I believe the names of the steamers Davis and Utica appear in this record for the

first time, in this exhibit. Can you tell us how long those steamers were used?

A. They were used to carry what overflow that the T. J. McCarthy soliciting had developed over and above the D. & C.'s capacity and they were used some months. I wouldn't say! I couldn't tell you how many months. If it was necessary I could get it.

Q. You mean it was used after 1933?

A. It was used in 1933 and one of them was used in 1934.

Q. But were not used beyond 1934?

A. They were not used beyond 1934.

Q. Now, you indicated that the D. & C. exercised their option in December of 1941 originally with respect to the boats covered by your exhibits?

A. Yes, sir.

Exam. McGRATH. Was that all three of them or only two of them?

Mr. FOSTER. Just the two. They did not have an option on the Ingalls.

157 The WITNESS. Just the two. They did not have an option on the Ingalls.

By Mr. EISEN:

Q. That is, the T. J. McCarthy and the Mead?

A. And the Mead; yes, sir.

Q. Now, was that option released at your request because of your desire to have the government requisition those boats and use them in the war effort?

A. No.

Q. You did not indicate that to the D. & C. as the basis for your request that they release them?

A. That was discussed but that was not the basis of our request.

Q. That was discussed as one of the reasons?

A. As one of the possibilities.

Q. Well, as one of the possibilities precipitating your request?

Mr. FOSTER. There is no testimony here that he made a request.

Mr. EISEN. Well, that is what I am trying to find out.

Mr. FOSTER. Well, ask him that. Don't go on the assumption that he has made a request or ask him that in the question.

By Mr. EISEN:

Q. Well, did you request the D. & C. to release the option?

A. No.

Q. They just released it without any request, without any conversations or anything?

A. We had had conversations but I did not request them
158 to release the vessels because they had exercised their options on those two vessels and I wanted to know what they were going to use the boats for and they said they were going to use them for package freight. We had two or three conversations as to what was going to happen to the boats and it was discussed as a possibility that the government might requisition them and that, of course, was known to the D. & C. and might have been one of their reasons for originally having exercised their option, I don't know, but I did not ask that question but it was quite generally known that the government has been asking about these vessels.

The D. & C's attitude, or their reply was that they wanted them for package freight. I did say to them I didn't think that there would be sufficient package freight and I told them earlier, in the meeting of the general freight agents, that there would not be sufficient business this year, in my opinion, to load more than their own passenger boats, of which they have six and possibly their own steamer Fitch for part of the time and at the very outside one of our chartered vessels.

Now, that was not—that was giving my best judgment and best opinion to the D. & C. as to what they might need this year. In the face of that particular statement to the general meeting of the general agents, within a week or ten days after this meeting the D. & C. exercised their option on chartering two of the
159 vessels, the Mead and the McCarthy, and the reason they say that they chartered them was to carry package freight, that they expected a large volume of package freight. And in our discussion—in my discussion with Mr. McMillan—there was just the two of them there—James Dare McMillan, president of the D. & C. Navigation Company—after he had exercised his options I told him I didn't think he would have sufficient business to keep them busy but we had the boats and they could have them if they wanted them and having their options, having exercised their options at the time that they did, with one of the provisions in the charter originally which would release the D. & C. Navigation Company from any obligation to use the boats in the event of strikes, war, civil commotion, and so forth, that I didn't think that their exercising of the charter when there was war and war was on that they could be released under that particular item in the charter. I didn't know whether they could or could not. That is a legal question and I am not familiar with it, but I did want to point that out, trying to give them my best opinion and my best advice.

Naturally, I knew that I was generally correct as far as bulk commodities. The D. & C. also knew that. Whether their reasons—well, I can't state why they wanted the charter, except they told me they wanted to carry package freight; and it was by agreement that these charters were cancelled. As to who said, "Release us from this charter," that was never said
160 that way, except that Mr. McMillan handed me the release and said, "Will you sign it?" I said, "I would like to read it, please, and then I will sign it," and we did.

Exam. McGrath. Well, when was that release handed to you by an official of the D. & C.?

The Witness. February 4, 1942, after several discussions in the interim.

By Mr. Eisen:

Q. Now, you said you had general conversations—you had had conversations with the government in January with respect to the conversion of these boats into iron ore carriers?

A. Yes, sir.

Q. The D. & C. had already exercised the option with respect to those boats?

A. Yes, sir.

Q. Did you believe at that time that the option would be exercised—I mean that the option would be cancelled?

Mr. Foster. I can't see why that is material.

The Witness. I had no reason to believe it.

Exam. McGrath. Well, he has answered it.

By Mr. Eisen:

Q. Now, just to clarify the record, Mr. McCarthy, Mr. Foster asked you if it was not a fact that you could not solicit automobiles under your agreement with the D. & C. Didn't your agreement with the D. & C. specifically require you to solicit automobiles for them?

161 A. Oh, it specifically required me to solicit automobiles and I was not to solicit in competition with them. That was required and understood, of course, that it was to be exclusively for the D. & C. on their runs.

Q. So all you could do was solicit automobiles for the D. & C. on the D. & C. run?

A. That is right, under the terms in my charter on those boats.

Q. I just wanted to clarify that point.

A. That is right.

Q. Now, you testified, did you not, concerning the activities and operations of the T. J. McCarthy Steamship Company and the Automotive Trades Steamship Company at the prior hearing in this case on September 8, 1941?

A. Yes, sir.

Q. Now, the activities of the two companies, as you testified in that hearing, covered the operations of the company immediately prior to January 1, 1940, did they not?

Mr. Foster. No, it covered only a portion of it. That is why we amended our application this morning, Mr. Eisen.

The Witness. A portion of it. We testified as to that part of it.

By Mr. Eisen:

Q. I say immediately prior to January 1, 1940.

A. Yes, we testified to it as per the transcript.

Q. Now, when you testified on September 8, 1941, did you also testify at the same time, or was it your understanding——

162 Mr. Foster. Just a moment. Mr. Examiner, I absolutely object to this form of questioning. If he wants to impeach the witness he can ask him the question and ask him if he answered it in a certain manner.

Mr. Eisen. I am not impeaching him.

Mr. Foster. Don't refer to the record in that manner then.

Exam. McGrath. What is the purpose of going over the witness' direct examination in the prior hearing? You cross-examined him on that in the other hearing.

Mr. Eisen. I don't want to go over that. This hearing is set to cover two years, operations in existence on January 1, 1940, and operations in existence between January 1, 1940, and February 1, 1941.

Mr. Foster. All right. What is your question?

Mr. Eisen. Now I want to know whether his testimony at the last hearing covered both phases of that and if if did not, in what way the operations between January 1, 1940 and February 1, 1941, differed from what he testified to.

Mr Foster. Well, that would involve the witness reading his whole testimony over.

Mr. Eisen. No. He testified——

Exam. McGrath. Well, the prior hearing, as I understand it, related solely to the application then pending, which was for authority to continue operations in existence on January 1st, 1940, and continuously thereafter.

163 Mr. Eisen. Well, that would automatically embrace February 1, 1941.

Exam. McGrath. Certainly.

Mr. Eisen. Well, I just wanted to establish that on the record. That is the only thing I am asking him.

Exam. McGrath. Well, doesn't the record speak for itself on that?

Mr. Eisen. Well, I think it does, but just so there won't be any argument I want to have those two things clarified.

Mr. Sullivan. That hearing was last September. That surely can be brought down to date.

Mr. Eisen. The hearing was on September 8, 1941 and when he said that his operations were as testified to on September 8, 1941, that covered right up to September 8, 1941. Then I want to know if the operation has changed in any respect since September 8, 1941 down through the beginning of this year.

Exam. McGrath. All right, that is a fair question. Can you answer that?

Mr. Eisen. First of all I think we ought to have whether his testimony was intended by him to cover through February 1, 1941?

Mr. Foster. Well, I can answer that question by handing him the application. It was not. That is why we made the amendment we made this morning.

Mr. Eisen. I don't think Mr. Foster is testifying. I
164 want to know if Mr. McCarthy testified as to the operations of his company through February 1, 1941 and, if he did not, how they were different on and after January 1, 1940. I think that goes to the very meat of this whole proceeding.

Exam. McGrath. Will you answer that question?

The Witness. There is no difference in the operation.

By Mr. Eisen:

Q. There is no difference immediately prior to January 1, 1940 and during the period January 1, 1940 up to and through February 1, 1941?

A. You are speaking about the operation now?

Q. That is right.

A. There is no difference in the operation.

Q. So your testimony covers both periods?

A. Yes, sir.

Mr. Foster. That is, his testimony today and prior.

Mr. Eisen. That is right, his testimony in this proceeding.

Q. Now, with respect to your operations between February 1, 1941 and February 1, 1942, were they any different from your operations on January 1, 1940 or the operations that you testified to at the last hearing?

Mr. Foster. Now, Mr. Examiner, I object to that. That calls for a legal conclusion, whether or not operations were different. Now, the record shows what these operations were.

Mr. Eisen. All right, I will withdraw the question.

165 Mr. Sullivan. Now, if the witness can say they were the same for one period why can't he say if they were different for another, if they were different?

Mr. Eisen. I will reframe it this way, so it is not objectionable.

Mr. Sullivan. I am talking to Mr. Foster.

Mr. Eisen. I know that.

Q. Did the testimony that you presented at the last hearing cover the operations of the T. J. McCarthy Steamship Company and the Automotive Trades Steamslip Company during the period February 1, 1941 to February 1, 1942?

Mr. Foster. Mr. Examiner, I submit that that is a wholly improper question and that the record speaks for itself.

Mr. Eisen. Well, Mr. Examiner——

Exam. McGrath. Well, ask him that question, then, whether they were any different on and after that date.

Mr. Eisen. That is what it was.

The Witness. I didn't get it quite that way.

Exam. McGrath. Go back and ask it over.

By Mr. Eisen:

Q. Was there any difference in your operations after February 1, 1941 to February 1, 1942, than you testified to in the last proceeding?

A. I think I testified that in 1939 we ran a bulk boat, didn't I?

Q. No; I am only talking about automobiles, that is all I am interested in.

166

Mr. Foster. Well, now, I say that that calls for a conclusion because——

Mr. Eisen. Well, Mr. Examiner, I can go back.

Exam. McGrath. What is the fact?

Mr. Foster. The fact is——

Exam. McGrath. Let the witness answer.

Mr. Foster. He is going to have to draw conclusions, Mr. Examiner, on legal documents which have been offered here in evidence; I mean the charter arrangements.

Mr. Eisen. I can undertake to ask him every question I asked him at the last hearing and get his answers but that is going to take quite a long time. Mr. McCarthy says he remembers his own testimony. He can either say it is the same or it is different in this and this respect.

Mr. Foster. Mr. Examiner, I point out that that calls for a legal conclusion because, obviously, the charter arrangement on the "Ingalls" for 1941 was not the same as it was in 1940.

Mr. Eisen. Let him testify. He testified on September 8, 1941——

Mr. Sullivan. Well, it was the same with that difference.

Mr. Foster. Well, that is all right, but to ask this witness——

Mr. Eisen. He knows his operation. Let him tell us how it was different.

167

Exam. McGrath. What is your answer?

The WITNESS. The difference in the operation between February 1, 1941, and February 1942—it was no different in February 1941 than in February of 1942.

By Mr. EISEN:

Q. Was there any difference in your operation between January 1, 1940, and February 1, 1941, between that period?

A. January 1940 and February 1941?

Q. To February 1, 1941, as against February 2, 1941, to February 1, 1942?

A. It is a long question. I will say there isn't any difference, just to get it off the record.

Exam. MCGRATH. And your answer relates to the season of open navigation?

The WITNESS. Yes.

Mr. EISEN. That is all my question pertains to, the season of open navigation with respect to automobiles.

Exam. MCGRATH. Any further questions, Mr. Eisen?

Mr. EISEN. No; I am finished.

Exam. MCGRATH. Any further questions on cross examination?

Mr. ELDRED. I would like to ask one or two.

Q. Mr. McCarthy, I believe you made some statement here this morning in connection with some package freight being carried on the boats which were chartered to the D. & C. Navigation
168 Company?

A. Yes, sir.

Q. Are you making any claim here for rights upon the basis of the package freight that was transported?

A. I am making claim for all the rights I can get.

Q. Well, I mean are you making any claim for the rights to transport package freight?

A. Yes.

Q. You are?

A. Yes; if it is so ruled by the Commission, and they are the ones to rule on it.

Exam. MCGRATH. Well, is it your position that either of the applicants has transported package freight during the grandfather period, that is, during the season of navigation of 1939 and continuously since that time?

A. These vessels carried the freight that I had under charter to the D. & C.

Q. During that period?

A. During that period; yes, sir.

By Mr. ELDRED:

Q. Well, I want to know, are you making any claim upon that basis?

Mr. Foster. I think he has answered the question that he is making the claim based upon what the Commission ultimately rules on it.

The Witness. Yes; I am making that claim.

169 By Mr. Eldred:

Q. Do you propose to submit any evidence showing what those commodities were and when they were transported?

A. The evidence is here. All the evidence we have in that regard has been put in or will be put in before the thing is finished.

Q. Now, you referred to an exhibit marked for identification No. 27.

Exam. McGrath. Well, off the record.

(Discussion outside the record.)

Exam. McGrath. Back on the record.

By Mr. Eldred:

Q. Mr. McCarthy, were any of the commodities which you testified this morning that were transported on the steamer "Ingalls" during the year 1939, such as grain, refuse, screenings, stone, were they transported in connection with automobiles?

A. No, sir.

Q. And they were not in any way—those commodities were not package freight?

A. No, sir.

Q. And for any of the package freight which was transported on the boats that you had chartered to the D. & C. Navigation, did you ever issue any bills of lading?

A. No, sir.

Q. Did you ever have any tariffs?

170 A. Not prior to 1940.

Q. Have you published any since?

A. Oh, yes.

Q. For package freight?

A. Not for package freight.

Q. Did your contract with the D. & C. provide for the solicitation of package freight?

A. It did not.

Q. Were you ever paid by the D. & C. Company for the solicitation of package freight?

Mr. Foster. I think we are going way beyond the witness' direct examination, Mr. Examiner, and I object to it on that ground.

Exam. McGrath. Well, I believe the witness covered that in his direct testimony, as I recall. He said that the D. & C. carried package freight on some of his vessels that were chartered from applicant.

Mr. FOSTER. I think he did. I withdraw the objection. He said they were.

Mr. ELDRED. I would not have cross-examined unless he——

Exam. MCGRATH. All right.

The WITNESS. I have never been paid for soliciting any.

By Mr. ELDRED:

Q. You have never solicited any package freight for the D. & C.

A. No, sir.

171 Mr. ELDRED. That is all I have.

Exam. MCGRATH. Any further questions on cross-examination?

Mr. SULLIVAN. One or two, if you please.

Q. Mr. McCarthy, in the 1939 operations by the Automotive Trades Steamship Company, when you carried the cargoes you have testified about, in each instance the cargo embraced a single commodity, did it not?

A. Yes, sir.

Q. And they are all the so-called bulk commodities?

A. Yes, sir.

Q. Either you or your counsel said that that operation in 1939 was as a common carrier. Is the Automative Company a member of the Lake Carriers' Association?

A. No.

Q. In your operations in carrying grain I take it you used the 1936 American form of lake grain bill of lading?

A. Yes, sir.

Q. And are you not aware that that bill of lading expressly negatives the fact that the boat owner is a common carrier?

Mr. FOSTER. Just a moment. That is a legal conclusion, Mr. Examiner, and I object to it. The bill of lading is not in evidence.

Mr. SULLIVAN. Will you produce that, Mr. Foster? Will you produce the bills of lading or forms or copies of those you

172 used in 1939?

Mr. FOSTER. If they are available we will; yes.

Mr. SULLIVAN. Well, if you are in the steamboat business you have got several copies in your office. Will your also produce the bills of lading used on commodities other than grain?

Mr. FOSTER. No; we won't produce any bills of lading. We are not going to produce any of those bills of lading unless the Examiner says it is necessary.

Mr. SULLIVAN. Mr. Examiner, I ask you, if you please, to direct the applicants here to produce the bills of lading under which they functioned.

Exam. MCGRATH. Can't you give us representative and typical bills of lading covering that?

Mr. FOSTER. I don't know whether we can or not. Some of these cargoes were——

Exam. MCGRATH. Will you make an effort to do that during the course of the hearing?

Mr. FOSTER. If the Examiner desires it we will.

Exam. MCGRATH. I think that ought to be done.

Mr. FOSTER. All right.

Exam. MCGRATH. Any further questions?

Mr. SULLIVAN. No, sir.

Mr. LEWIS. I have one or two questions.

Exam. MCGRATH. All right.

173 By Mr. LEWIS:

Q. Mr. McCarthy, you testified to an arrangement whereby you provided the use of the so-called Iron Street dock to the Detroit & Cleveland Navigation Company during the season of navigation?

A. Yes, sir.

Q. And was that arrangement in writing?

A. No; I don't believe it was in writing.

Q. But it constituted an agreement which you entered into then that was mutually agreeable, as I understand it?

A. Yes, and there had been some letters written in connection with the change of conditions and terms, and so forth.

Q. Now, under the terms of your charters for these vessels was it your obligation or the obligation of your companies to provide moorage for those vessels between the time of the close of the season of navigation each year and the opening of navigation the following year?

Mr. FOSTER. Just a moment.

The WITNESS. Yes.

Mr. FOSTER. Mr. Examiner, I object to that question. The charter is in evidence and speaks for itself.

Mr. LEWIS. He has answered it. He says "Yes." It is just introductory to my next question.

Q. And it was the obligation of your companies under the charters. And what dockage facilities did you use or have you used during the past season, 1941, for the purpose of moor-

174 ing those vessels?

A. Well, there is one of them tied up in Buffalo with a load of storage grain.

Q. That is the "Ingalls," that you have already referred to?

A. Yes. And there are two of them that are at the U. S. Rubber and Iron Street dock. They lap one on the other. We have to use both docks.

Q. That is where they are now?

A. That is where they are both now, yes, sir.

Q. And where were they moored the previous seasons?

A. I think they were at Iron Street in 1940 also.

Q. All three?

A. There was one year, either 1939 or 1940, that only two of them were there but I won't say. I will answer yes, they were all there in 1939.

Q. At any rate, so long as you have had the operation of that dock in the hands of your company you have used it for moorage purposes for these vessels, in part at least?

A. That is right. There was no charge to us for the mooring rights on that dock.

Q. No. Now, in testifying to the increases and decreases of revenue from the automobile traffic over the years 1934 to 1941 you omitted to give us the percentage of decrease that occurred in 1938. Could you supply that for us?

A. Yes, sure, it will just take a minute. It would be
175 about 55 percent, wouldn't it?

Q. A decrease of approximately 55 percent in 1938 as compared with 1937?

A. Yes, sir.

Mr. Lewis. That is all.

Exam. McGrath. Any further questions on cross examination? (No response.)

By Exam. McGrath:

Q. Mr. McCarthy, as I recall your testimony, you stated that in 1936 and again in 1938 the steamer "Ingalls" was employed for the transportation of what you called general cargo and that you solicited the general public for cargo for that vessel during those years. Am I correct in recalling your testimony?

A. Yes, sir.

Q. Now, that is the steamer that is owned by the Automotive Trades Steamship Company?

A. Automotive Trades Steamship Company.

Q. Automotive Trades?

A. Yes, sir.

Q. Now, did that company consider itself subject to regulation under the Intercoastal Shipping Act of 1938 and did it undertake to comply with the provisions of that Act as administered by the Maritime Commission?

A. Yes.

Q. It did?

176 A. We published no tariffs, of course, on the bulk commodities, if that is the administration you mean, Mr. Examiner.

Q. That is what I mean. I want you to understand my question now. Didn't the Maritime Commission require the publication of tariffs——

A. No.

Q. Of common carriers of bulk commodities on the Great Lakes?

A. No, sir.

Q. In any event you did not consider, your company or the Automotive Company did not consider itself subject to the Intercoastal Shipping Act of 1933, as amended, to that extent, is that correct?

A. That is right.

Q. You did not undertake to comply with any provisions, if any, in their requiring the publication of tariffs?

A. No; we did not.

Q. As common carriers of bulk commodities on the Great Lakes?

A. No, sir, we did not.

Exam. McGrath. Have you any questions on redirect, Mr. Foster?

Mr. Eisen. I have one question raised by you, if I may ask it. May I?

Exam. McGrath. All right.

By Mr. Eisen:

Q. Did your company publish any tariffs with the United
177 States Maritime Commission under the Intercoastal Shipping Act of 1933, as amended by the Act of 1936, with respect to the transportation of automobiles?

A. No.

Mr. Eisen. That is all.

Exam. McGrath. Any questions on redirect, Mr. Foster?

Redirect examination by Mr. Foster:

Q. Mr. McCarthy, you did not have in mind when you leased the Iron Street dock that you were doing so just for a place to moor those ships, did you?

A. No; because there is plenty moorage that you could get—we have moored those vessels at other docks during the winter and other times for $50 for the season and at other times for a hundred dollars, where the rental of this property ran into several thousand dollars a year.

Q. In fact, it originally was $10,000 a year, was it not?

A. It originally was $10,000 a year; yes, sir.

Q. Do you know, Mr. McCarthy, whether or not you do have in your office these bills of lading covering those 1938 and 1939 shipments?

A. We did get some of the bills of lading but whether the 1939 are there I couldn't say right now, but we will make an effort to

locate them, because a great many of these bills of lading the broker kept for himself.

Mr. SULLIVAN. I am interested merely in the form.

The WITNESS. The form of the bill of lading? I think
178 I could get you one without any difficulty; yes, sir.

Mr. FOSTER. I think that is all.

Exam. MCGRATH. Any further questions of this witness?

Mr. FOSTER. No.

Exam. MCGRATH. Exhibits 11 to 23, inclusive, are received in evidence.

Mr. ELDRED. Mr. Examiner, I would like to offer an objection to the receipt of these exhibits.

Exam. MCGRATH. Well, I thought you were through?

Mr. ELDRED. Well, I didn't want to——

Exam. MCGRATH. All right, what are the objections? Go ahead.

Mr. ELDRED. I will waive them, Mr. Examiner, if it is all the same.

(Exhibits Nos. 11 to 23, inclusive, Witness McCarthy, received in evidence.)

Exam. MCGRATH. That appears to be all, sir. Have you some further witnesses?

Mr. FOSTER. Mr. Hoffman is going to take the stand.

WILLIAM J. HOFFMAN was sworn and testified as follows:

Direct examination by Mr. FOSTER:

Q. Will you state your full name, Mr. Hoffman?

A. William J. Hoffman.

Q. Where do you reside?

179 A. 1725 Van Dyke Avenue, Detroit, Michigan.

Q. By whom are you employed?

A. By Mr. T. J. McCarthy. I also work for the T. J. McCarthy Steamship Company and the Automotive Trades Steamship Company as general freight agent.

Q. You are the general freight agent of the two companies?

A. Yes, sir.

Q. And as such do you have general control over the records of the T. J. McCarthy Steamship Company and the Automotive Trades Steamship Company?

A. Of commodities transported; yes, sir.

Q. Have you prepared from those records, Mr. Hoffman, a compilation showing the number of automobiles transported on the steamer "George W. Mead," owned by the T. J. McCarthy Steamship Company and the steamer "T. J. McCarthy" and "George H. Ingalls," owned by the Automotive Trades Steamship Company, for the years 1935 through 1941?

A. Yes, sir.

Q. And showing the various ports between which these cars were transported?

A. Yes, sir.

Q. And is that compilation shown on the paper which for identification has been marked exhibit 24?

A. Yes, sir, except for a correction to be made. For the year 1937 on the steamer "McCarthy" the total should read
180 "38,032"; a typographical error.

Exam. McGRATH. Instead of "28"?

The WITNESS. Yes, sir. There is a typographical error on there.

By Mr. FOSTER:

Q. And have you also had prepared, Mr. Hoffman, a statement showing the total number of automobiles transported under an arrangement between the T. J. McCarthy Steamship Company and the Detroit & Cleveland Navigation Company and the percentage carried on vessels owned by the Automotive Trades Steamship Company and T. J. McCarthy Steamship Company in comparison to the number carried on vessels owned by the Detroit & Cleveland Navigation Company?

A. Yes, sir.

Q. And do you have that before you?

A. Yes, sir.

Q. Has it been marked for identification as exhibit 25?

A. That is right.

Q. Have you also had prepared, Mr. Hoffman, a statement showing the number of automobiles on hand at Detroit at seven a. m. daily for the season of 1940 and 1941?

A. Yes, sir.

Q. With the number of cars at Shelby Street, which is the D. & C. dock, and also the number at Iron Street?

A. Yes, sir.

Q. Do you have that compilation before you?

181 A. Yes, sir.

Q. Has it been marked exhibit 26 for identification?

A. Yes, sir. That also covers the cars on hand at other docks in 1940, too, and in 1941.

Q. Those are all the docks from which automobiles moved on the Detroit & Cleveland Navigation Company and the T. J. McCarthy boats?

A. Yes, sir.

Q. Mr. Hoffman, have you also had prepared a statement showing the operations of the steamer George H. Ingalls, owned by the Automotive Trades Steamship Company, from October 2, 1936 through the season of navigation of 1939?

A. Yes, sir.

Q. Which paper for identification has been marked exhibit 27?

A. Yes, sir.

Q. And these documents were all prepared from the books and records of the two companies?

A. That is right.

Q. And under your supervision?

A. Yes, sir.

Mr. FOSTER. Mr. Examiner, we wish to offer exhibits 24, 25, 26, and 27 in evidence.

Mr. ELDRED. I would like to object until we have a chance to cross-examine the witness, particularly on exhibit 27.

182 Exam. MCGRATH. What is your objection?

Mr. ELDRED. On exhibit No. 27 I would like to know who this moved for, who these amounts moved for and under what conditions? I mean it is claimed that this is common carriage. There is no showing here.

Exam. MCGRATH. All right. Had you completed the direct examination?

Mr. FOSTER. Yes.

Exam. MCGRATH. All right, you may proceed with your cross-examination.

Cross-examination by Mr. ELDRED:

Q. Mr. Hoffman, will you turn to the exhibit marked for identification No. 27, the season of 1939, cargo No. 1: Will you tell me how that cargo was obtained and on what basis it was moved? On what bill of lading?

A. I had nothing to do with the obtaining of the cargo.

Q. I see.

A. These were from our office records on the movement of the boats and what they carried, where they moved from and to.

Q. When did you start your employment with Mr. McCarthy?

A. I believe it was in 1935.

Q. So would that answer be true insofar as all these movements are concerned on exhibit 27?

A. Yes, sir.

Q. You don't know how they were obtained or under

183 what conditions they moved?

A. That is right.

Mr. ELDRED. Mr. Examiner, I wish to renew my objection to the admission of this unless we have some further explanation of it.

Exam. MCGRATH. Will the applicants have a witness here qualified to answer questions such as those that were just put to the witness?

Mr. FOSTER. Mr. McCarthy has testified that he obtained these cargoes by general solicitation.

Exam. McGRATH. Perhaps he had better come on the stand and explain it.

Mr. FOSTER. He made that plain, that he solicited these and got cargoes from brokers, shippers, or whoever he could get them from.

Mr. ELDRED. Well, of course, if he will go back on the stand we will be able to clear that up.

Exam. McGRATH. Yes. Have you finished, Mr. Eldred?

Mr. ELDRED. That is all I have.

By Mr. LEWIS:

Q. Mr. Hoffman, will you refer to your exhibit No. 26?

A. Yes, sir.

Q. Do I understand your testimony to be that the automobiles shown on exhibit 26 are limited exclusively to automobiles which were carried on the so-called McCarthy boats?

184 A. No sir; they were carried on the D. & C. boats.

Q. But I understand you now to say that the numbers listed on exhibit 26 include automobiles which were carried both on the three McCarthy boats, that is, the "Mead," "Tremaine," and "Ingalls," and also on boats owned by the D. & C.?

A. This is a list of cars, the total number of cars that were available in the morning for movement to the various ports out of Detroit.

Q. And does it purport to show all automobiles available for transportation on any boats owned or chartered by the D. & C.?

A. Yes, sir.

Mr. LEWIS. Thank you.

By Mr. SULLIVAN:

Q. Mr. Hoffman, there has been an inconsistency in your statement. Once you said that these were the automobiles available and at another time you said they were the automobiles moved.

A. No; those were the automobiles on hand each morning. After everything was loaded those were the cars that were available at seven o'clock in the morning. We make a count each day.

Mr. SULLIVAN. That is all.

By Exam. McGRATH:

Q. You just added something new there, "after the boats were loaded." Did you mean to make that statement?

A. No, I did not. That was the count in the morning, at seven A. M.

185 Q. Does that mean that the automobiles were there ready to be loaded after seven o'clock?

A. Those were the automobiles available to be loaded at seven o'clock in the morning.

Q. When was loading done, after or prior to seven?

A. Any time in the day. Boats had no regular schedule. The freight boats had no regular schedule.

Exam. McGRATH. Any further questions?

Mr. LEWIS. Well, I would just like to ask this.

Q. Will you tell us from what source you obtained this information shown on exhibit 26?

A. From the D. & C. records.

Q. From the records of the D. & C.?

A. Yes.

Q. Now, what records do you refer to?

A. The on hand reports.

Q. They are not records that were kept separately by one or the other or both of the McCarthy companies?

A. No.

Q. And they are taken from the on hand records of the——

A. Which the D. & C. furnished us under our supervision, yes, sir.

Mr. LEWIS. That is all.

By Mr. EISEN:

Q. Mr. Hoffman, are these automobiles shown on your exhibits 24 and 25 as having been carried by the boats of T. J. McCarthy Steamship Company and the Automotive Trades Steamship Company automobiles that were carried under the working relationship with the D. & C. that Mr. McCarthy testified to?

A. Yes, sir.

Mr. EISEN. That is all.

By Mr. ELDRED:

Q. Just one further question, if I may, Mr. Hoffman. In exhibit 26 the number on hand shown here at seven a. m. in the morning does not mean that all these cars were left over from the day before, does it?

A. Not necessarily. Some of them might have been there three or four days.

Q. Well, I mean could it be possible that some of those were added during the night or during the previous day?

A. They were counted up to seven o'clock in the morning. Whatever was there was counted.

Mr. ELDRED. Yes.

By Mr. FOSTER:

Q. In fact, Mr. Hoffman, it was quite customary to receive during the night?

A. It was; also Sundays.

Q. And Sundays?

A. Yes.

EXAM. MCGRATH. Any further questions on cross examination? Any questions on redirect?

MR. FOSTER. No.

187 EXAM. MCGRATH. Now do you want Mr. McCarthy to come back on the stand?

MR. ELDRED. That is up to him, if he wants to put him back on, but insofar as exhibit 27, I have to object to it.

EXAM. MCGRATH. All right. Perhaps we can answer the objection by having Mr. McCarthy come back on. You are willing to have Mr. McCarthy come back on, Mr. Foster?

MR. FOSTER. Yes.

EXAM. MCGRATH. All right. We will receive exhibits 24 to 26, inclusive, and reserve ruling on 27.

(Exhibits Nos. 24 to 26, inclusive, Witness Hoffman, received in evidence.)

T. J. MCCARTHY, recalled as a witness herein, having been previously duly sworn, was examined and testified further as follows:

Cross-examination (continued) by Mr. ELDRED:

Q. Would you refer to exhibit 27, Mr. McCarthy, to cargo 1 of the season of 1939? Would you tell me for whom that moved and how the movement was obtained?

A. I can tell you but I haven't got the record here with me. I probably called, or at least I know that I called Cleveland and Buffalo brokers and asked them if they had any cargoes available, but as to whose cargo that was, I cannot give you that at the present moment, but I can bring up the bills and the rest of it after lunch time, if you want it.

188 MR. ELDRED. Wouldn't that be best, Mr. Examiner, and save a lot of time?

EXAM. MCGRATH. Yes. Suppose you do that.

THE WITNESS. All right.

EXAM. MCGRATH. Do you want that on all of them?

MR. ELDRED. I think if we could have a fairly good showing in the year 1939, that is all I am particularly interested in, as far as I am concerned.

EXAM. MCGRATH. Will you undertake to do that, Mr. Foster?

MR. FOSTER. Yes.

Exam. McGRATH. All right.

Mr. FOSTER. I would just like, Mr. Examiner, to ask Mr. McCarthy the further question that this brings up.

Exam. McGRATH. Yes

Redirect examination by Mr. FOSTER:

Q. Now, Mr. McCarthy, on this particular steamer George H. Ingalls, during 1936, 1938, and 1939, when you were operating that vessel you went out and solicited general cargoes for that ship, did you not?

A. Yes, sir.

Q. Any place you could get them?

A. Any place I could get them.

Q. And you held yourself out generally to the type of public that could use that ship as ready, willing, and able to carry cargoes, is that right?

189 A. Yes, sir.

Q. And I see that in 1939 and 1938 that you carried quite a wide variety of cargoes.

A. Yes, sir.

Q. Now, you held yourself out to brokers and shippers generally that you had this vessel and were ready to move these cargoes anywhere on the Great Lakes?

A. Any cargoes that would be suitable for the ship any place on the Great Lakes.

Q. In other words, you were operating that vessel about as nearly as one could as a——

Mr. ALDRED. Well, now, Mr. Examiner, I think the witness is perfectly able to testify and I think the questions certainly have been leading, very leading on these points here.

Mr. FOSTER. This is direct examination.

Mr. ELDRED. That is all right. I still object. They are leading questions right along.

Mr. FOSTER. Which question are you objecting to now?

Mr. ELDRED. This last one.

Mr. SULLIVAN. This last one. You had some dynamite in that that did not explode yet.

Mr. FOSTER. Will you read the question referred to, Mr. Reporter?

(Question read.)

Mr. FOSTER. Is that what you are objecting to?

190 Mr. ELDRED. Yes.

Exam. McGRATH. As a what?

Mr. FOSTER. Just a minute. I ought to be permitted to finish the question before you object.

Mr. ELDRED. All right.

Mr. FOSTER. Isn't that customary?

Exam. MCGRATH. Yes, go ahead and finish the question.

By Mr. FOSTER:

Q. As a tramp steamer?

Mr. ELDRED. Well, now, I still object.

The WITNESS. Yes, yes.

Exam. MCGRATH. What do you regard as a tramp steamer?

Mr. SULLIVAN. A McCarthy boat.

The WITNESS. A tramp steamer would be—you call a tramp steamer one that is not assigned to any port, to any particular and definite trade working particularly for one shipper or one or two shippers but you might even get horse manure if you got the right rate and carry it and be glad to have it, or stones or bulk commodities suitable for dropping into open hatches and lifting out again. As a matter of fact, you could carry steel on that boat, package steel, but there was none offered and we couldn't get any.

By Mr. FOSTER:

Q. Did you solicit any?

A. Yes.

Q. And did you solicit pig iron?

A. Yes.

191 Q. You solicited a number of cargoes or types other than shown on the exhibit and which you were not able to obtain?

A. Yes, sir, anything that we could possibly get. The boat had been idle and worked only a part time and we were certainly trying to keep it working at anything that we could get to carry.

Mr. FOSTER. I think that is all.

Exam. MCGRATH. Any further questions?

Re-cross-examination by Mr. ELDRED:

Q. Now, what did you do with this boat in 1940, in the year of 1940 season of open navigation?

A. The steamer "Ingalls"?

Q. Yes.

A. We converted it into an automobile carrier in the season of 1940 and had it available for navigation and chartered it to the D. & C. in the spring of 1940.

Q. So you did not solicit any general cargo in the year 1940 for it?

A. No, we did not. We worked up enough automobile business to keep it busy.

Q. Now, take the year 1941, what did you do during that season?

A. She was chartered to the D. & C. Navigation Company and when they released her at the end of the season we obtained another cargo on our own account of grain to carry to Buffalo.

Q. I understood you made certain changes at that time,
192 did you, in the boat?

A. Yes, sir. She could not now carry automobiles unless we changed her back again. She is available for this same tramp trade or whatever the Government wants to use her for.

Q. Now, did the D. & C. have an option on the "Ingalls" for this season?

A. For this season? No; they did not.

Q. They did not?

A. No, sir.

Q. Do you have any rates at the present time, any tariffs published?

A. Yes.

Q. Other than automobiles?

A. No.

Q. How did you move this movement of grain? What was that moved under?

A. By contract agreement.

Q. Did you have any schedule of minimum charges?

A. No; there is no such thing on bulk cargoes of grain.

Q. Well, how about stone?

A. Whatever you can get; it is all contract.

Q. I see. And how is it, then, that you are stating that it is a common carrier operation if all of it is contract?

A. We are something and we are either a common or a contract and it is up to the Commission to tell us what we are
193 and we are putting in all we are going to claim until they tell us that we are not, because there isn't any ruling on it yet.

Q. Yes.

Mr. SULLIVAN. Everything what?

The WITNESS. Everything in the way of a common carrier.

By Mr. ELDRED:

Q. You didn't think, though, that the movement of the grain at the end of the—towards the close of the navigation season of 1941 was a common carrier movement?

A. No.

Q. Well, now, from——

Exam. MCGRATH. Why didn't you?

A. It is an exempt commodity anyway.

Q. Why is it exempt?

A. It is a bulk commodity. Those are exempted from any filings.

Q. As I understand your testimony you solicited the general public for that cargo and that you obtained grain as a result of

such solicitation. You held yourself out to transport grains for the general public, is that correct?

A. That is right.

Mr. FOSTER. That is in 1938 and 1939, Mr. Examiner. This cargo came from Canada in 1941.

Exam. MCGRATH. And you did not undertake to comply with the Maritime Commission requirements governing the publication of tariffs of common carriers of bulk commodities?

194 The WITNESS. No, sir.

Exam. MCGRATH. Any further questions of Mr. McCarthy?

By Mr. ELDRED:

Q. Would you consider, Mr. McCarthy, refuse screenings as a bulk commodity?

A. Yes.

Exam. MCGRATH. What kind of refuse was that, do you recall?

The WITNESS. Wheat refuse.

Exam. MCGRATH. Wheat refuse.

By Mr. ELDRED:

Q. And would you consider coal a bulk commodity?

A. A bulk commodity?

Q. Yes.

A. Oh, yes.

Q. And silica rock?

A. Yes.

Q. Would you know what the stone was which is considered in cargo 8 in the year 1938, moving stone from Buffalo to Toledo? Would you consider that a bulk commodity?

A. That would be a bulk commodity; yes, sir.

Q. Is it a fair statement that all the commodities which were moved in the "Ingalls" for the years 1936, 1938 and 1939 were bulk commodities?

A. I would say so. They were the only commodities I could get to carry.

195 Q. And there was a full boat load of the particular commodity? I mean there was only one commodity on the boat?

A. There may have been two or three kinds of grain.

Q. Of the grain?

A. Yes.

Q. I see.

Exam. MCGRATH. But that was the only instance in which there was more than one commodity to a cargo, is that right?

The WITNESS. I wouldn't know—no; there might be two or three different shippers of coal because we had compartments in there. It could be divided three times, or three ways. We had

three compartments. We might have three shippers of coal and that would be all coal. It might be some slag and some lump, one in one compartment and one in another.

Mr. ELDRED. No further questions.

By Mr. SULLIVAN:

Q. Mr. McCarthy, all the rates applying to these cargoes were strictly port to port, were they not?

A. Yes.

Q. You had no joint rates with rail carriers?

A. No, sir.

Mr. SULLIVAN. That is all.

By Exam. McGRATH:

Q. Or with motor carriers?

A. No, sir.

Q. Or water carriers?

A. No, sir.

196 Exam. McGRATH. That seems to be all. Have you any questions, Mr. Foster?

By Mr. FOSTER:

Q. Mr. McCarthy, you don't recall at any time during 1938 or 1939 transporting any commodities other than shown on these exhibits on this "Ingalls?" So far as you know that is all of the transportation on that vessel?

A. That is all of the transportation in that vessel, as far as I know.

Q. And this grain cargo that was handled last year, was that one type of grain?

A. That was one type of grain, throughout.

Q. What was it, wheat?

A. What.

Mr. FOSTER. We now offer exhibit 27.

Exam. McGRATH. I will receive it with the understanding that Mr. McCarthy will bring forward this afternoon representative bills of lading for shipments, the 1939 shipments.

Mr. FOSTER. If we have those here in the office we can have them here this afternoon.

Exam. McGRATH. All right.

Mr. FOSTER. If not, if we have to get them from the brokers, we will get them from the brokers but we will explain, anyway, Mr. Examiner, what the situation is this afternoon.

Exam. McGRATH. All right.

(Exhibit No. 27, Witness Hoffman, received in evidence.)

197 Exam. McGRATH. That appears to be all, Mr. McCarthy, from you at this time. We will recess until 1:30, gentlemen.

(Whereupon at 12:15 p. m., a recess was taken until 1:30 p. m. of the same day.)

AFTERNOON SESSION

(Whereupon, at 1:30 p. m., hearing resumed, pursuant to recess.)

Exam. McGrath. You may proceed.

Mr. Foster. Mr. Hoffman, will you take the stand, please?

William J. Hoffman, recalled as a witness herein, having been previously duly sworn, was examined and testified further as follows:

Direct examination by Mr. Foster:

Q. Mr. Hoffman, as General Freight Agent of the Automotive Trades Steamship Company and the T. J. McCarthy Steamship Company did you publish tariffs 1 to 9, I. C. C. numbers 1 to 9 for that company?

A. Yes, sir.

Q. For each of those companies?

A. Yes, sir; separate tariffs.

Q. Are those the tariffs of the Automotive States Company, or, rather, of the Automotive Trades Steamship Company?

A. Yes; they are.

Q. There are two sets there?

198 A. Two sets, yes.

Q. And are these the tariffs of the T. J. McCarthy Steamship Company?

A. They are.

Mr. Foster. We wish to offer those in evidence.

Exam. McGrath. Do you want to offer each set as one exhibit, is that what you want to do?

Mr. Foster. Yes.

Exam. McGrath. If you bind them together that would be all right. Does anybody want copies of those?

Mr. Eisen. Yes.

Mr. Lewis. Yes; surely we want copies.

The Witness. We have some extra ones.

Exam. McGrath. Well, the parties are entitled to copies if they want them.

Mr. Foster. I know they are. They generally do not ask for them because they already have them.

Exam. McGrath. Off the record.

(Discussion outside the record.)

Exam. McGrath. The Automotive tariffs will be designated and referred to as exhibit 28 and the tariffs of the T. J. McCarthy

Steamship Company will be designated and received as exhibit 29.
(Exhibits Nos. 28 and 29, Witness Hoffman, received in evidence.)

199 Mr. FOSTER. Mr. Sullivan, did you want to ask Mr. McCarthy any questions about those bills of lading?

MR. SULLIVAN. Yes, if you please.

T. J. McCARTHY recalled as a witness herein, having been previously duly sworn, examined and testified further as follows:

Further cross-examination by Mr. SULLIVAN:

Q. Mr. McCarthy, pursuant to the request made before adjournment this noon you produced this yellow sheet as the American form of 1936 lake grain bill of lading, have you not?

A. Yes, sir.

Q. And that is a copy of one actually used, is it not, dated November 30, 1939?

A. That is right.

Q. That is the form that was in effect in 1939 generally, was it not?

A. For grain.

Q. For grain?

A. Yes.

MR. SULLIVAN. I don't care to introduce this, Mr. Examiner, but I would like to read one paragraph of three lines, if you please, from this, it being the second paragraph:

"It is understood and agreed that with respect to this shipment the carrier and ship have not and do not hold
200 themselves out as transporting cargo for the general public and only transport cargo as a private carrier under private contract."

Redirect examination by Mr. FOSTER:

Q. In pursuance of that request, Mr. McCarthy, made by the Examiner before lunch did you also obtain from your files a copy of a bill of lading on which was transported a cargo of No. 2 lump coal during 1938?

A. Yes, sir.

Q. And a cargo of phosphate rock?

A. Yes, sir.

MR. SULLIVAN. What year?

MR. FOSTER. In 1939.

The WITNESS. Yes, sir.

Q. And are both of those the bills of lading?

A. Yes, sir; these are the bills of lading for the 2,800 gross tons of phosphate rock and 5,090 tons of Chilton 2-inch lump coal.

MR. FOSTER. Mr. Sullivan, you have examined these?

Mr. SULLIVAN. Yes, I saw those.

Mr. FOSTER. Are you willing to state that they have no such limitations as contained in the grain bill?

Mr. SULLIVAN. Yes.

Exam. MCGRATH. Are you going to introduce those into the record?

201 Mr. FOSTER. If you would like for us to we can introduce them.

Mr. SULLIVAN. I have no objection.

Exam. MCGRATH. I think it might be desirable. Have you got retained copies of them yourself?

Mr. FOSTER. Those are our only copies, taken right out of the file.

Exam. MCGRATH. Will anybody want a copy of those?

Mr. SULLIVAN. I won't.

Mr. EISEN. No, I won't.

Exam. MCGRATH. All right.

Mr. SULLIVAN. You are including the grain bill of lading also?

Mr. FOSTER. Yes.

Exam. MCGRATH. The grain bill of lading will be marked exhibit 30, the phosphate rock bill of lading 31 and the Chilton lump coal exhibit 32.

Mr. FOSTER. On the others, do you want to have those photostated and have us furnish copies?

Exam. MCGRATH. Well, if nobody wants them you don't need to do that.

Mr. FOSTER. Are you willing to let those go?

The WITNESS. That is all right. They are all paid for and no claim on them and nothing held out.

Exam. MCGRATH. I thought I asked you that first,

202 whether you were willing to let them go into the record without having retained copies of them.

Mr. FOSTER. That is all right.

(Exhibits Nos. 30, 31 and 32, Witness McCarthy, received in evidence.)

Re-cross-examination by Mr. SULLIVAN:

Q. Mr. McCarthy, on the second page of applicants' exhibit 27, where the commodities carried in 1939 are listed, all of those except stone therein moved on the grain bill of lading—would have moved on the grain bill of lading, would they not? The answer is "Yes," is it not?

A. Yes.

Mr. SULLIVAN. That is all.

Exam. MCGRATH. Any further questions?

Mr. ELDRED. Yes.

Q. Mr. McCarthy, the movement; I believe it is of phosphate rock, on the bill of lading which has been identified as exhibit 31, that is indicated on exhibit 27 as stone, is it not?

A. Yes.

Q. Now, would you refer to that exhibit 31, Mr. McCarthy? Does the Automotive Trades Steamship Company or the T. J. McCarthy Steamship Company appear as a party to that bill of lading?

A. On board the steamer "George H. Ingalls," Boland &
203 Cornelius agents for the steamboat. No.

Q. Who paid you for that transportation, Mr. McCarthy?

A. Boland & Cornelius.

Exam. McGRATH. Is that true likewise of the bill of lading covering the shipment of coal, Mr. McCarthy?

A. I would have to refer to our document on that. Boland & Cornelius are not shown here as the agent—I beg your pardon; that is right, they are. I would say that it is true in this case, too.

By Mr. ELDRED:

Q. Is that also true of the grain movement?

A. Boland & Cornelius' name does not appear on here.

Q. Doesn't it?

A. Oh, yes; I am sorry, it does appear. Yes, that is true of that also.

Exam. McGRATH. Well, will you explain for the record what functions were performed by Boland & Cornelius in connection with those shipments?

A. They were the people whom I solicited for cargoes, who obtained the cargoes for us.

Q. What business were they engaged in?

A. They are in the steamboat business also and brokerage business.

By Mr. SULLIVAN:

Q. But that bill was issued in the course of their brokerage business, wasn't it?

A. I suppose you would say it was. I couldn't tell you.
204 Q. Well, they didn't operate your ship, did they?

A. No; they didn't operate the ship.

Q. You asked them to get a load for you, didn't you?

A. Yes, sir.

Q. They got a load and they signed that bill of lading and you carried the grain?

A. That is right.

Q. And you paid them the freight—they paid you the freight?

A. Yes.

Exam. McGRATH. Did you pay them a commission for doing that work?

The WITNESS. Yes.

By Mr. SULLIVAN:

Q. Are you sure you paid them that commission?

A. Yes. It works both ways sometime.

Mr. FOSTER. The grain fellow pays the money and then they get a fee for each vessel?

The WITNESS. Yes.

By Mr. ELDRED:

Q. Was the boat chartered outright or were you paid on the basis of so much a ton, Mr. McCarthy?

A. So much a ton or so much a bushel, whichever the case may be.

Q. Who paid for the insurance on these cargoes?

A. The owner of the goods.

Q. Of the commodity?

A. The owner of the commodity.

205 Q. In all instances?

A. If they were insured.

Q. Yes. In other words, you carried no insurance?

A. I carried no insurance on the cargo.

Exam. McGRATH. Any further questions on cross-examination?

Mr. ELDRED. Nothing further.

Exam. McGRATH. Have you any questions, Mr. Foster?

Mr. FOSTER. Just a couple on redirect.

Redirect examination by Mr. FOSTER:

Q. During all of the time shown on this exhibit 27, covering operations of the steamer "Ingalls," you paid all costs of operation of the vessel, such as crew's wages, coal, provisions, hull insurance and every other expense of every kind and nature in connection with the operation of the ship?

A. Yes, sir.

Q. And you directed the movements of the ship?

A. Yes, sir.

Q. Now, it is customary for brokers who procure cargoes for a ship to charge a fee for that?

A. Yes; they do.

Q. And where cargoes were procured by outside vessel agents or brokers, such as Boland & Cornelius, they did charge you a fee for procuring that cargo?

A. Yes, sir; they did.

206 Mr. FOSTER. That is all.

Exam. McGRATH. Any further questions? That appears to be all. Exhibits 30 to 32, inclusive, have already been received in evidence.

Mr. FOSTER. I call Mr. Hern.

E. J. HERN was sworn and testified as follows:

Direct examination by Mr. FOSTER:

Q. State your name and address, Mr. Hern.

A. E. J. Hern; Ford Motor Company; Dearborn.

Q. Are you connected with the Ford Motor Company, Mr. Hern?

A. Yes, sir.

Q. And in what capacity?

A. Assistant traffic manager.

Q. And as such do you have anything to do with the transportation of automobiles by water on the Great Lakes?

A. I do.

Q. And in your capacity as assistant traffic manager are you familiar with the transportation of automobiles by water on the Great Lakes?

A. Yes, sir; in every respect.

Q. Do you know generally the capacity of the automobile carriers to serve the public?

A. Yes, sir.

Q. Who are the principal companies engaged in the 207 transportation of automobiles on the Great Lakes?

A. Well, the ones we are principally interested in are Nicholson Universal and D. & C.

Q. They operate on Lak Erie?

A. That is right. We handle very little traffic for Lake Michigan or Lake Superior.

Q. Now, Mr. Hern, is the production and, consequently the shipment of automobiles highly seasonal?

A. Very much so.

Q. And during the past few years when has been the peak period for shipping automobiles on the Great Lakes?

A. It generally starts along about October—September, and October. It will continue through till about March, April, as a general rule.

Q. And is it customary that in the middle of the summer, which is the middle of the navigation period on the Great Lakes, that there is a lull in the shipment of automobiles?

A. Very definitely.

Q. And why is that?

A. Well, it is the end of one model and just before the production of the new model.

Q. And in consequence the factories generally are shut down for change-over?

A. That is right.

Q. From a period of four to six weeks?

208 A. Exactly.

Q. Mr. Hern, have you examined applicants' exhibits 24 and 25?

A. Yes, sir; I did.

Q. Now, on exhibit 25 it is shown that during the season of 1941 that there was moved on the vessels of the Automotive Trades Steamship Company, T. J. McCarthy Steamship Company, and the Detroit & Cleveland Navigation Company a total of 120,203 automobiles and of that number 85,493 were moved on the automobile vessels of the Automotive Trades Steamship Company and the T. J. McCarthy Steamship Company. Now, I will ask you from your knowledge of the manner in which automobiles were moved on Lake Erie during the peak periods of the past season if it would have been possible to have moved that 85,493 automobiles on the vessels of the other companies operating on Lake Erie?

A. I would say no; definitely not.

Q. And what do you base that opinion on, Mr. Hern?

A. On the available equipment and the fact that all the factories started to produce at about the same time. They all throw their cars in. Their dealers, of course, are short, having run out of stock.

Q. And it would be your opinion, then, that under normal conditions on the Great Lakes that the other carriers could not move the automobiles which had been formerly moved on the boats of the two applicants in this case?

A. I would say no.

209 Mr. FOSTER. I think that is all.

Exam. McGRATH. Cross examine.

Cross-examination by Mr. EISEN:

Q. Mr. Hern, is your company making automobiles at the present time?

A. Not passenger cars. Trucks we are.

Q. Are you shipping those trucks by water?

A. No sir.

Q. Is there any need at the present time, insofar as your company is concerned, to ship automobiles by water on Lake Erie—strike that question. Is there any need at the present time, insofar as your company is concerned, for any boats at all in operation on the Great Lakes to carry automobiles?

Exam. McGRATH. You mean during the season of open navigation?

By Mr. EISEN:

Q. During the season of open navigation.

A. Well, of course, that is something I cannot very well answer for next year.

Q. Have you any idea when your company will again be producing automobiles?

A. No, sir; and I don't think anybody else has.

Q. So there is no immediate prospect of any use for automobile boats, in your opinion?

A. Unless there is some change in the situation.

Q. Now, does it make any difference to the Ford Motor
210 Company whether these three boats that T. J. McCarthy owns are operated by the D. & C., by Nicholson, by T. J. McCarthy, or by anyone else in the automobile trade?

Mr. FOSTER. Mr. Examiner, I object to that question as wholly irrelevant, incompetent, and immaterial. I mean the record shows that none of these people have any right to operate them. I can't see where that has any possible bearing on this case. The D. & C. did have charters on them and asked to be released. I can't see the pertinence of that question at all.

Mr. EISEN. Mr. Examiner, all the application asks for is the right to continue interim operations. The interim operation was a charter operation, as I understand it. Therefore, the question I am putting to the witness goes right to the very essence of the application.

Mr. FOSTER. The application is for——

Mr. EISEN. Continuance of interim operating rights.

Mr. FOSTER. It is for an absolute certificate to operate.

Mr. EISEN. The order is very clear, so is the application that the applicant filed.

Mr. FOSTER. Well, the application is in that form because that is the only form that they provided but this is an application for convenience and necessity

Mr. EISEN. There are three different types of applications: One for a new service, and that one was not filed in this case.

211 Exam. MCGRATH. He may answer.

The WITNESS. Naturally we are interested in moving the units and we have been very successful working through Mr. McCarthy and we see no reason for making any change in the situation.

By Mr. EISEN:

Q. Well, let me ask you this: Is it your position that your company wants adequate boats operated by the existing carriers or is it your position here that you want T. J. McCarthy in the picture irrespective of how many boats there are?

A. We are definitely interested in moving the units regardless.

Q. So that if when automobiles are again produced there are sufficient boats made available by the existing carriers——

A. That is right.

Q. That situation would be fully satisfactory?

A. That is right.

Mr. EISEN. That is all. That is all I have.

Exam. MCGRATH. Any further questions on cross-examination?

Mr. ELDRED. None on my part.

Mr. SULLIVAN. I have none.

Exam. MCGRATH. Any questions on redirect?

Mr. FOSTER. Just a moment.

Redirect examination by Mr. FOSTER:

212 Q. You know, Mr. Hern, of your own knowledge that the facilities that have been provided in the past that have enabled you to move these units have been provided by Mr. McCarthy, have they?

A. Definitely. It was through his efforts that the space was provided.

Q. Yes. Now, the space never was provided by the Detroit & Cleveland Navigation Company prior to Mr. McCarthy going there, was it?

A. Definitely not.

Q. And do you know of your own knowledge that it was necessary, as Mr. McCarthy testified here this morning, that he provide these additional automobile carriers?

A. I know that of my own knowledge.

Mr. FOSTER. I think that is all.

Mr. EISEN. I have one question on that redirect.

Re-cross-examination by Mr. EISEN:

Q. When you shipped cars on these boats what bills of lading did you execute—T. J. McCarthy bills of lading?

A. No, sir; regular bills of lading.

Q. What was the carrier?

A. What do you mean?

Q. What carrier's bills of lading did you execute? Via what line did you show on your bill of lading?

A. D. & C., Nicholson, whichever it happened to be.

213 Q. Well, when you used the D. & C. you specified D. & C. as the carrier?

A. Definitely.

Q. And when you use McCarthy's boats you specify D. & C. as the carrier?

A. Definitely.

Q. Then the D. & C. was the one that was providing the transportation insofar as you were concerned?

A. That is right.

Mr. EISEN. That is all.

Exam. MCGRATH. Any further questions?

Mr. FOSTER. No further questions.

Exam. MCGRATH. That appears to be all, Mr. Herb. You are excused. Next witness.

N. J. BRENNAN was sworn and testified as follows:

Direct examination by Mr. FOSTER:

Q. Mr. Brennan, would you give us your name and home address?

A. N. J. Brennan; traffic manager, Chrysler Corporation; Detroit, Michigan.

Q. How long have you been connected with the Chrysler Corporation in that capacity?

A. Five years.

Q. And in that capacity, Mr. Brennan, do you have
214 general charge over the shipment of automobiles by water on the Great Lakes?

A. I do.

Q. And are you familiar with the transportation on the Great Lakes by water?

A. I am.

Q. I will ask you, Mr. Brennan, if up until the season of 1940 a large number of automobiles were transported on the deck of what is known as bulk carriers?

A. A very large number of them were, yes; that is true.

Q. And was that transportation primarily to the upper lakes, that is, Lake Michigan and Lake Superior?

A. That is true.

Q. And I understand that that was discontinued generally for the season of 1941, with the exception of the boats that were under charter or under the management of the Nicholson Universal Steamship Company.

A. That is correct.

Q. And how did that affect the transportation of automobiles to the upper lakes, Mr. Brennan?

A. Well, it had a considerable effect. When we heard that the movement was going to be discontinued on the decks of the ore carriers——

Mr. ELDRED. Now, Mr. Examiner, I believe that that is territory outside the scope of the instant application.

215 Exam. MCGRATH. What is the materiality of that line of questions? It is not apparent to the Examiner, Mr. Foster.

Mr. FOSTER. Well, Mr. Examiner, the materiality of it is, the present carriers necessarily had to withdraw vessels that were formerly in the other service to service the upper lakes.

Exam. MCGRATH. The applicants here are not seeking the authority to operate to the upper lake ports.

Mr. FOSTER. No; but we want to show that as the result of the discontinuance of these bulk carriers it is even more essential that this applicant be given operations on Lake Erie because they have had to put vessels which were formerly in this service in the upper lake service because of the discontinuance of the bulk carriers.

Exam. MCGRATH. Is that the purpose of it?

Mr. FOSTER. That is the purpose of it and the fact that they have actually not been able to take care of the traffic offered.

Mr. ELDRED. Well, now, Mr. Examiner, this is not a new service application, according to the hearing order of the Commission and also by the application itself. This is to continue the interim operations, and I respectfully request that we ought to restrict the testimony to that.

Mr. EISEN. The testimony should go to the necessity of continuing the operations of this applicant as and between
216. January, 1940 and February 1, 1941; that is all the hearing is called on.

Mr. FOSTER. It will be confined to that.

Exam. MCGRATH. All right, proceed.

The WITNESS. Well, we felt definitely that there would be a shortage of transportation by water on the Great Lakes no matter whether it was to Lake Superior or Lake Michigan or Lake Erie; that those carriers had transported a large volume and if they went out of the picture it would mean that there should be some more boats come in that would be the definitely automobile boats, for the reason that something would have to take the place of those ore carriers to carry the traffic or boats would have to be diverted from Lake Erie to take care of the Duluth and Milwaukee traffic and we felt that if this was done we would not have service on Lake Erie and if we did not get some more boats into Lake Superior we would not have service in there and in the winter of 1940 I made arrangements—started the arrangements with another company to see if they could not serve our dealers at Duluth and in the Twin Cities with some boats they had that were not then in the automobile trade, in order that the boats in Lake Erie would be conserved for that purpose and we found out in the last season of 1941 that even so the service into Milwaukee and Green Bay was very poor. In fact, near the end of the season, I think it
217 was in September, the service was discontinued completely to Milwaukee and all that territory. We had a great num-

ber of automobiles at times laying on the docks, waiting for a boat to take them to Milwaukee and Green Bay.

Exam. McGRATH. We are not concerned in this proceeding with any transportation to Milwaukee.

The WITNESS. I beg your pardon.

Exam. McGRATH. How was transportation between the Lake Erie ports affected, between Detroit and the Lake Erie ports?

The WITNESS. It certainly was not to our satisfaction, Mr. Examiner.

By Mr. FOSTER:

Q. And you attribute that, Mr. Brennan, partially, to the fact that these bulk carriers had been withdrawn and it was necessary to run regular automobile boats to the head of the lakes?

A. That is right.

Q. Now, do you have a summary, Mr. Brennan, of the automobiles that were handled by the various lines, that is, Chrysler automobiles that were handled by the various lines during the season of 1941?

A. I have.

Q. Do you have that with you?

A. Yes. I have it for several years.

Q. How many automobiles were handled last year, how many Chryslers automobiles by the Nicholson Universal Steamship Company?

218. A. Nicholson Universal Steamship Company, 116,583.

Mr. EISEN. To where, can you tell us that?

The WITNESS. Do your want it divided as to ports?

Mr. EISEN. I just want to know what you are giving.

The WITNESS. That is the total number of automobiles handled by the Nicholson Universal Steamship Company during the season of open navigation of 1941, Chrysler cars.

Mr. EISEN. To all ports?

The WITNESS. That is right.

Mr. EISEN. I thought you were confining that——

Exam. McGRATH. How many of those were transported to Lake Erie ports?

The WITNESS. There were 70,754 to Buffalo, New York and 33,317 to Cleveland and none to Erie, Pennsylvania.

By Mr. FOSTER:

Q. How many were handled by the Detroit & Cleveland Navigation Company? How many on Lake Erie?

A. 47,949 to Buffalo; 5,678 to Cleveland and 1 car to Erie. I don't know how that got there.

Q. And, Mr. Brennan, do you know whether or not during the peak production in the transportation of automobiles that all of the companies transporting automobiles were operating at virtual capacity?

A. Yes, I would say they were.

Q. And what do you base that on?

Exam. McGRATH. Now, what companies do you refer to
219 now—railroads, motor carriers, that is, over the highway motor carriers?

Mr. FOSTER. I mean water carriers.

The WITNESS. I understood him to mean water carrier. I have reference to water carriers. Well, the fact is that during the peak of the season we found our cars lying on the docks here at Detroit longer than we thought was necessary. In fact, we were after the steamship companies all the time to get them moving and we get a record from every steamship line every morning showing what they have moved and how long the automobiles are on hand and they seemed to be on hand longer this year for Lake Erie than they have in several years.

Q. Was it necessary at some time during the season for you to divert automobiles from one carrier to the other?

A. Yes; we diverted automobiles from the D. & C. in June.

Q. To whom?

A. To the Nicholson Universal.

Q. And during 1941 did you at any time divert automobiles from the Nicholson Universal to the D. & C.?

A. Yes, we did.

Q. What was the cause of you having to make that diversion?

A. Well, we could not allow our cars to be sitting around the docks. We didn't want them stored in lots. And, naturallly, if we can't get rid of our automobiles fast and promptly we either have to find another mode of transportation or shut
220 down our lines, because we do not have room enough in our plants to store over—that is, in most of the plants, over two days' production.

By Exam. McGRATH:

Q. What plants are you speaking of now?

A. I am speaking of the Dodge passenger car, the Plymouth passenger car, the Chrysler passenger here, the Chrysler passenger car, DeSoto passenger car and Dodge trucks.

Q. Located at what points?

A. In the City of Detroit.

By Mr. FOSTER:

Q. All of the principal Chrysler factories are located in the Detroit area?

A. That is right, with assembly plants at Evansville, Indiana, and Los Angeles, California.

Q. Have you examined applicants' exhibit 25?

A. Yes, I have looked that over.

Q. Now, from your knowledge of the situation as it existed in 1941, Mr. Brennan, I will ask you whether or not in your judgment it would have been possible for the other water carriers on Lake Erie to possibly have transported the 85,493 cars which were transported on the boats of the T. J. McCarthy Steamship Company and the Automotive Trades Steamship Company?

A. Not at the peak seasons.

Q. And under normal conditions, assuming that 1942 had continued *it* had been similar to 1941—

Mr. EISEN. I object to that.

221 Mr. ELDRED. I object to that question.

Mr. EISEN. It is highly speculative.

Mr. FOSTER. Why, no. I think we have got to do that. I mean this war thing has changed the whole picture. I think it is perfectly pertinent. We certainly are not going to decide these rights on the theory that there is bound not to be any cars produced.

Mr. EISEN. We still have to find out that 1941 was a normal year and one that will be repeated. That has not been developed yet.

Exam. MCGRATH. Isn't that highly speculative in view of the present situation?

By Mr. FOSTER:

Q. I will ask you, Mr. Brennan, whether or not so far as Chrysler is concerned if 1941 was the largest automobile year that you had in transportation by water?

Mr. EISEN. Oh, I object to that.

The WITNESS. No; it was not.

By Mr. FOSTER:

Q. Would you say that there was anything particularly abnormal about 1941 so far as production of automobiles was concerned?

A. Well, it was one of the large years.

Q. It was one of the large years?

A. Yes. There were several other years that touched its capacity.

Q. And the production of automobiles does fluctuate from

222 year to year, to some extent?

A. Oh, yes, that is true.

Mr. FOSTER. I think that is all.

Exam. MCGRATH. Cross-examine.

Cross-examination by Mr. EISEN:

Q. Mr. Brennan, you gave us the figures, automobile figures of the D. & C.?

A. Yes.

Q. Can you tell us what proportion or how many of those were McCarthy's from your records, that were carried on McCarthy boats, I should say, from your records?

A. No, I couldn't tell you that.

Q. As far as you were concerned the D. & C.'s operation included the McCarthy boats?

A. That is right.

Q. Is your company making automobiles now?

A. No. I wish we were.

Q. Do you have any idea when you will go back to automobile production?

A. I haven't the slightest idea. We expect to go back some day.

Q. Do you have any idea how long after you go back to production that you will reach the productivity that you had in 1941?

A. The general consensus of opinion is it will the very first year go beyond anything we have ever had.

223 Q. Do you think when you go back at the termination of the war you will go into automobile production a hundred percent or do you think you will still continue your armament production to some extent?

Mr. FOSTER. Now, Mr. Examiner, I am objecting to this as highly speculative and wholly immaterial also.

Exam. MCGRATH. I cannot see the relevancy of that.

Mr. FOSTER. I cannot even see the relevancy.

Exam. MCGRATH. Is the witness qualified to answer that?

The WITNESS. I don't think anybody in our corporation knows.

Mr. EISEN. That is just it, that is just the point I want to develop, that he does not know.

Exam. MCGRATH. Well, he shook his head and that indicated he did not know.

The WITNESS. I say "No."

By Mr. EISEN:

Q. While the company is in a state of nonproduction of automobiles there is no need, as you see it, for automobile boats operating on the lakes, is there?

A. They would not operate. They wouldn't have anything to operate with.

Q. If they didn't have anything to operate with there wouldn't be any need for additional carriers in the field, would there?

A. Not at the present time.

Q. Now, you spoke about during the peak period of
224 that the automobile facilities were running to capacity?

A. That is right, at a certain time.

Q. As to boats. Now, weren't the truck convoys running to capacity as well during those peak seasons?

A. Yes, I think so. I think our records will indicate that the trucks on a percentage basis got a little more business in 1941 than the boat lines and the rail lines did.

Q. Well, is it your opinion that there is inadequate automobile convoy facilities at the present time and that those facilities should be increased by additional carriers?

Mr. Foster. Now, just a moment. I object to that, Mr. Examiner, as wholly immaterial, incompetent and irrelevant.

Exam. McGrath. Objection sustained.

Mr. Foster. No possible bearing.

Mr. Eisen. I want to except to that.

Mr. Foster. You want to what?

Mr. Eisen. I want to take an exception to the ruling.

Mr. Eldred. Well Mr. Examiner, might I just ask here, do we understand, then, that at these hearings we will not be able to show the services of other forms of transportation?

Exam. McGrath. Are you representing the railroads and motor carriers?

Mr. Eldred. Not rail.

Exam. McGrath. That question went to the adequacy of the over the road motor carriage of automobiles. I don't think
225 that issue is before the Commission here per se.

Mr. Eisen. Well, isn't it a fact that in a public convenience and necessity case the Commission takes cognizance of other transportation facilities?

Exam. McGrath. Well, I think we must misunderstand one another. Your question, as I understood it, was directed to finding out whether these over the road motor carriers had adequate service in themselves, irrespective of water carrier service.

Mr. Eisen. Oh, no; directly tied.

Exam. McGrath. Is that the way you understood the question?

The Witness. Yes.

Exam. McGrath. Well, all right, clear the question up. Clarify it and let us understand what you want.

By Mr. Eisen:

Q. With respect to the motor convoys out of Buffalo that worked in conjunction with the boat lines, were they taxed to capacity?

A. Yes; for the reason that the automobiles would come here on the dock and then on a week end there were so many boats

left here for Buffalo they dumped them all over in there and they did not have the capacity for taking them away promptly.

Q. In other words, the boats brought them in there faster than the trucks could take them out?

A. At times; yes.

Q. May I ask you, Mr. Brennan, if you are testifying on behalf of T. J. McCarthy or Automotive Trades or both?

A. I am testifying on behalf of the Chrysler Corporation.

Q. Well, for Automotive Trades?

A. That is correct.

Q. And T. J. McCarthy?

A. That is correct.

Q. Now, if T. J. McCarthy chartered its boats to the D. & C. in the first year of operation, these same boats, would that satisfy you?

Mr. FOSTER. Just a moment, now. Mr. Examiner, I object to that as wholly incompetent, irrelevant and immaterial, as to what somebody will do with somebody else, as to whether it will satisfy Mr. Brennan some years hence.

Mr. EISEN. That is all the application is for, as I understand it, is to charter the boats.

Exam. MCGRATH. Read that question, Mr. Reporter.

(Question read.)

Exam. MCGRATH. In the first year of operation?

Mr. EISEN. In the first year of operation after the duration, would that satisfy you?

Mr. FOSTER. I can't see where, Mr. Examiner, that has any possible bearing in this case.

Exam. MCGRATH. It is very speculative, it seems to me.

Mr. EISEN. Mr. Examiner, am I wrong in my understanding that all this case is is an interim operating case? That is what the Commission's notice and the applicants' application is. Now, if all McCarthy and Automotive did during the interim period was charter boats, that is all they are asking the right to do. Now, I am not objecting to that. I am trying to find out what this witness wants.

Mr. FOSTER. We wouldn't even have to ask the right to charter our boats to another common carrier.

Mr. EISEN. Well, I know.

Exam. MCGRATH. Answer the question.

The WITNESS. I will answer it by saying no and I will qualify it by saying that all of our dealings have been with Mr. McCarthy and Mr. Hoffman. It was not until within the last year that the D. & C. ever called on us even soliciting automobiles. While it bore the name of the D. & C. we always considered it McCarthy's opera-

tion and we had all our dealings with him in every way, operation and rates and everything else.

By Mr. EISEN:

Q. Then you would not care how many boats the D. & C. made available to you; your only interest is in having Mr. McCarthy operate on the lakes?

Mr. FOSTER. Mr. Examiner, that question is wholly immaterial.

Mr. EISEN. No; it is not.

Mr. FOSTER. And I object to it.

Exam. MCGRATH. It is argumentative.

Mr. FOSTER. Of course it is.

228 Exam. MCGRATH. And the objection to that is sustained.

Mr. EISEN. I want an exception to that.

Exam. MCGRATH. Very well.

By Mr. EISEN:

Q. Mr. Brennan, is it still your position, as indicated to the Commission in connection with these new operation rights, that you favor transportation only to the extent that it is necessary and not to the extent that it is surplusage?

A. We do not believe in wasteful transportation.

Q. Now, isn't it a fact that the conditions you speak about in 1941 occurred during a year (1) that had the greatest automobile production for many, many years; and (2) a year in which there was an unavailability of water tonnage because of the war?

A. No.

Q. It was not?

A. No. We handled many more cars by water in 1937 than we did in 1941. We handled 225,774 cars in 1937 on the Great Lakes.

Q. Was there any war in 1937?

A. Yes. It was not here. There was in Japan.

Q. Was there any requisitioning by this government of all available water facilities in 1937?

Mr. FOSTER. Just a moment. There is no showing that there has been such at any other time and we object to that as immaterial.

Mr. EISEN. Mr. Examiner, the Commission——

229 Exam. MCGRATH. Objection sustained.

Mr. FOSTER. Yes.

Mr. EISEN. The Commission will not take judicial notice of the fact and of the evidence that the Maritime——

Exam. MCGRATH. You are not asking the Commission to take judicial notice. You are asking the witness to answer a question of that kind.

Mr. FOSTER. "If you know all the boats that were operating and hauling automobiles were requisitioned?"

Mr. EISEN. I did not ask him that at all.

Q. Now, you said you diverted cars from the D. & C. to Nicholson and from Nicholson to D. & C. when they were tied up on either company?

A. Yes; there would be congestion on their docks and we diverted cars before they went to their docks.

Q. So that between them the two companies moved your automobiles?

A. Not satisfactorily.

Q. Did you use the Great Lakes Transit?

A. I don't know whether we did into—yes; we had 6,234 cars for Buffalo, that is all; none for Cleveland.

Mr. EISEN. That is all I have.

Exam. MCGRATH. Any further questions in cross-examination?

Mr. ELDRED. Yes.

230 By Mr. ELDRED:

Q. Mr. Brennan, what is it that you are seeking here that you do not already have?

A. I am not seeking anything that I haven't already got.

Q. What is the purpose of your testimony? What are you asking the Commission to do?

A. I want these boats retained in the service for the future.

Q. I see. In what way, sir?

A. So they will carry our automobiles when we get back to making automobiles.

Q. Well, is it your position that the Commission could prevent these boats from being used during the period that there are no automobiles to be transported?

A. I don't think it would be their intention to. I wouldn't want to.

Q. What is it then? I mean, I cannot see what you want here that you do not already have. What are you asking for here that you do not already have here?

A. I am asking that the boats be retained in the service for the future when we come back. I don't say that they are not running now but some day they are going to run and they are available for hauling automobiles and that is what we want them for.

Q. Well, in what way do you want the Commission to do that?

A. The way the applicant wants it done. We are here supporting his application.

231 Q. Well, you feel then, as I understand it, that if this application is granted, if this applicant is granted the right, that the boats will come back into this service no matter what happens to them in the meantime, is that your position?

A. I don't know whether they will come back or not. We hope they will; that is why we are here.

Q. Well, I am still not clear. Can you express any way that the Commission can insure these boats coming back? Even if they grant this application, will that do it?

A. I think that question is irrelevant, isn't it?

Mr. Foster. I don't see what bearing these questions have. I have been trying to follow Mr. Eldred's line quite for sometime, Mr. Eldred's line of questions, if he thinks that the I. C. C. can tell someone they have got to put these boats back.

Exam. McGrath. The applicants are seeking certain operating rights.

Mr. Foster. Certainly they are, under the Interstate Commerce Act, Part III.

Mr. Eldred. Yes, but I mean hasn't he already got all these services at the present time that he needs? These boats have been in service up to the limit of their capacity.

Mr. Foster. Mr. Eldred, do you forget that this morning it was brought out that these boats were no longer under charter to the D. & C. and Mr. McCarthy is no longer soliciting for the D. & C.?

232 Mr. Eisen. And did you forget, Mr. Foster, that there is no further automobile production?

Exam. McGrath. Any further questions?

Mr. Eldred. No further questions.

By Mr. Lewis:

Q. In your opinion, Mr. Brennan, which you gave to the effect that some 85,000 automobiles which were carried in the navigation season of 1941 on the boats of the D. & C., that is, the boats owned or that were operated by the D. & C., included the McCarthy charter boats, you stated, as I understand it, in your opinion, that that 85,000 of automobiles could not have been transported by the facilities of the other carriers had the McCarthy boats not been available?

A. That is correct.

Q. That is what you stated?

A. Yes.

Q. Is that based on the assumption that the other carriers had exactly the same transportation facilities that they now have?

A. No; because before Nicholson—before the shipping season stopped Nicholson had already converted, I think, one or two of their automobile boats.

Q. So you based it on the assumption that the other carriers would have no more transportation facilities available than they now have, is that true?

A. That is true and they had at the peak of the season, one month in June, for instance, they had their boats all
233 operating and, as I testified awhile ago, neither they nor the D. & C. handled our automobiles prompt enough to suit our satisfaction.

Q. But if these other carriers did have additional transportation facilities there is no reason in the world why they would not be able to handle, in your opinion, the additional 85,000 of automobiles, is there?

Mr. FOSTER. Just a moment. I object to that, Mr. Examiner. It is wholly speculative. It has not been shown that they have those facilities.

Mr. LEWIS. Well, his entire opinion is speculative, then, and hypothetical.

Exam. MCGRATH. He may answer.

The WITNESS. Well, I don't know whether there would be any other boats on the lakes, where you could secure any other boats on the lakes, so I don't see how you could have increased their capacity.

By Mr. LEWIS:

Q. I am assuming that.

A. I am not assuming they would.

Q. Assuming that there were other boats available and they were in the hands of the other carriers, is there any reason why they couldn't have handled it that you know of?

A. If you have enough transportation you can handle any transportation.

Q. Very well. Now, you say that these boats which you
234 are very much interested in having retained in the service—which boats do you mean? Do you know them by name?

A. The "Ingalls" and "Mead" and the "Tremaine."

Q. Well, you know it is a fact, don't you, that the "Ingalls" is not now carrying automobiles?

A. That is true.

Q. So that particular boat is out of consideration, isn't it?

A. It could be reconverted very quickly.

Q. Yes. Well, is there any special reason why the "Ingalls" or the "Tremaine" or the "Mead" should be used if there are other boats, three others, we will say, that have the same automobile carrying capacity available?

A. We are going to go on what we have got today.

Q. I say but if there are some others available are you still insistent on having those three boats?

A. Why, certainly.

Q. You are?

A. Yes.
Q. You want those three and none others, is that it?
A. I want those three and more.
Q. Why do you want those three and none others?
A. Because they are the only ones available today.
Q. Well, I am asking you if there are some others available would you still insist on having those three?
A. Yes; certainly.
235 Q. And is that because of your friendship with Mr. McCarthy?
A. No, sir.
Q. I see.
A. That is to protect the Chrysler Corporation's interest.
Q. Would it be satisfactory if those three boats were operated by the D. & C.?
A. As I testified before I think it is a highly specialized means of transportation; it takes people with experience, and as far as we know the experienced people is Mr. McCarthy. Now, if the D. & C. had somebody just as efficient to operate it wouldn't make any difference to us.
Mr. LEWIS. That is all.
Exam. McGRATH. Any further questions on cross examination? Any questions on redirect?

Redirect Examination by Mr. FOSTER:

Q. All of your dealings, so far as these vessels are concerned or the D. & C. are concerned, were with Mr. McCarthy and Mr. Hoffman?
A. That is true, with the exception, I think, of a visit by Mr. Gordon.
Q. Was he soliciting automobiles?
A. Yes.
Q. When was that?
A. Or Mr. Arnold, I mean; not Gordon.
Q. How *recent* was that, Mr. Brennan?
236 A. Oh, it was last summer sometime.
Mr. FOSTER. I think that is all.
Exam. McGRATH. All right, you are excused, sir. Next witness.

W. H. RIVETT was sworn and testified as follows:

Direct examination by Mr. FOSTER:

Q. Will you state your full name?
A. W. H. Rivett.
Q. And your residence, Mr. Rivett?
A. 5548 Grayton, Detroit.
Q. And with whom are you connected, Mr. Rivett?

A. Hudson Motor Car Company.
Q. And in what capacity?
A. In the traffic department.
Q. What is your position in the traffic department?
A. Assistant to the traffic manager.
Q. How long have you been in the traffic department of Hudson's?
A. About 16 years.
Q. And in your position in the traffic department of the Hudson Motor Car Company have you become generally familiar with the transportation of automobiles by water on the Great Lakes?
A. Yes; I have.
Q. Now, Mr. Rivett, you have heard the former witnesses, Mr. Hern and Mr. Brennan, testify that the production and
237 shipment of automobiles was highly seasonal. Is that true also with the Hudson Motor Car Company?
A. That is right.
Q. That is true throughout the industry?
A. Yes.
Q. The entire industry changes models at about the same time now?
A. That is right.
Q. Which involves usually shut downs of the factories from four to six weeks right in the middle of the summer?
A. That is right.
Q. Now, are you familiar with the facilities for the transportation of automobiles by water on the Great Lakes and particularly Lake Erie, as it has existed for the past several years?
A. Yes.
Q. Have you examined applicants' exhibit 25?
A. Yes, I have.
Q. Now, I will ask you, Mr. Rivett, from your knowledge of the automobile movement by water on the Great Lakes and your knowledge of the facilities available, if in your judgment it would have been possible for the regular water carriers without the use of the vessels of the T. J. McCarthy Steamship Company and the Automotive Trades Steamship Company——
A. No; it would not have been possible.
Q. To have handled those 85,000 automobiles?
238 A. No it would not have been possible.
Q. Now, did the Hudson Motor Car Company experience any difficulties in the transportation of their automobiles during 1941?
A. Yes, we did. We had our cars delayed on the docks of all companies in 1941 because space was not available to get them away.

Q. That is, with all of the companies that were transporting automobiles during 1941, during the peak periods there were delays in the transportation of your automobiles?

A. That is right.

Q. And when did those delays occur primarily, Mr. Rivett?

A. Well, along in November, October, and November 1941, I believe, and the first part of December also.

Q. Do you know whether or not any of the carriers discontinued any services during the season of 1941 between the Great Lakes ports?

A. Well, I understand that there was some discontinuance.

Q. And to what ports?

A. I believe Milwaukee and Duluth.

Mr. EISEN. Didn't you rule on that before?

Mr. ELDRED. I object to that and move it be stricken from the record.

Exam. MCGRATH. Objection sustained.

Mr. FOSTER. I believe that is all.

Exam. MCGRATH. Cross-examine.

239 Cross-examination by Mr. EISEN:

Q. In connection with exhibit No. 25, Mr. Rivett, can you tell us how many of those automobiles were Hudson Motor Car automobiles transported in 1941?

A. The total for the entire season?

Q. Yes; transported by water via the D. & C. facilities on Lake Erie?

A. Why, approximately 10,000.

Q. 10,000?

A. Yes.

Q. Can you tell us how many cars moved on Lake Erie, your cars, via the Nicholson Universal Steamship Company.

A. No, I haven't got that figure.

Q. Can you give us any idea?

A. Well, I would say approximately 5,000.

Q. You would say 5,000?

A. Approximately; yes.

Exam. MCGRATH. From what port on Lake Erie, or from what port are the Hudson cars shipped via Nicholson?

The WITNESS. From Detroit. I am not sure about that figure. That is just a guess.

By Mr. EISEN:

Q. Don't you think 5,000 is inflated quite a bit?

A. It may be; I am not sure.

Q. You have no figures with you?

240 A. No.

Q. Well, isn't it a fact that the preponderance of your tonnage moved via D. & C. in 1941?

A. That is possible; yes.

Q. Isn't it a fact that during 1941 you had requests from your dealers to route traffic via Nicholson Universal Steamship Company and you disregarded those requests and moved them D. & C.?

A. I don't know.

Q. Is your company manufacturing automobiles at the present time?

A. No.

Q. Do you have need for any automobile transportation services at the present time?

A. At the present time? You are talking about water transportation?

Q. Water transportation.

A. No.

Exam. McGRATH. Will you during the coming season of navigation?

By Mr. EISEN:

Q. During the coming season of navigation?

A. I don't know.

Q. Do you know when you will need water transportation service?

A. No; I do not.

Mr. EISEN. That is all.

241 Exam. McGRATH. Any further questions on cross examination?

Mr. LEWIS. Just one or two.

Q. Mr. Rivett, do you divide your total production of cars for shipment between the various carriers, that is, between the rails, the motors and the water carriers, during a season of navigation?

A. You mean do we ship by all methods of transportation?

Q. Yes.

A. Yes, sir; we do.

Q. And what percentage do you ship by means of each type of transportation facilities?

A. Well, roughly, during the season of navigation about 80 per cent of our cars go by water, truck or drive, and the balance by rail.

Q. Now, is that true of the other automobile producers?

A. I don't know.

Q. Well, can you give us the total number of automobiles offered for water transportation at the peak of the season of 1941?

A. Of the Hudson Motor Car Company?

Q. Yes, by the Hudson Motor Car Company.

A. At the peak of the season?

Q. At the peak of the season.

A. No; I can't answer that question.

242 Q. And can you answer that question as to any other automobile manufacturer?

A. No; I cannot.

Q. Then you are not in position to give us the daily capacity, vessel capacity required to handle the shipment of automobiles by water at the peak season of 1941, are you?

A. I am not prepared right now; no.

Q. No.

A. We could develop that information.

Q. Do you have here available, or have you informed yourself as to the available capacity of water transportation facilities during 1941 at any time?

A. No; I don't know.

Q. Well, then you did not base your opinion that you gave that there were not sufficient available facilities, you did not base that upon any statistics or information that you had in that respect; is that correct?

A. Well, on the figures only of the cars left on hand on the docks, not moved off the docks.

Q. You just arrived at that conclusion from the fact that there were some cars left on the dock?

A. Cars left on the docks. We were told that there was not sufficient cargo space to handle the cars off the docks.

Mr. LEWIS. That is all.

EXAM. MCGRATH. And the docks that you have reference
243 to are the docks in Detroit here?

The WITNESS. Detroit; that is right.

By Mr. ELDRED:

Q. Who told you, Mr. Rivett, that there was not enough facilities of boats for handling the movements off the dock here in Detroit?

A. Who told us?

Q. Yes.

A. You mean the names of the persons that told us?

Q. No; the companies. Which company was it?

A. Both D. & C. and Nicholson told us that the cars were left on the docks—that they did not have the service to take the cars off the docks.

Q. Would you state who it was at Nicholson Universal that said there was not sufficient service to points on Lake Erie?

A. I don't know who it was that said that; no.

Q. Well, does that statement refer particularly to ports on Lake Erie or to other ports on the other lakes?

A. I would say it referred to all ports generally.
Q. Was this statement made directly to you, sir?
A. Directly to me?
Q. Yes.
A. When I am talking about all ports generally?
Q. Yes.
A. Yes; it was.

Q. Now, what is the purpose of your testimony here
244 today, Mr. Rivett?

A. To protect the Hudson Motor Car Company. To provide the Hudson Motor Car Company with what we think is a proper transportation facility for handling automobiles.

Q. In what way? How is the Commission to do that?

A. Why, I don't know how the Commission is to do that. Probably by granting this request here of the applicant.

Q. If the Commission granted this request would that in any way increase the available facilities for the Hudson Motor Car Company?

A. It would probably maintain the facilities at least that were available during the season, when there were the most facilities available.

Q. Now, your assumption is that if the D. & C. did not charter the boats of the McCarthy and the Automotive Steamship Company that they would not use any other boats, is that it?

A. I don't know. I can't answer that question.

Q. So that when you made the statement that it was necessary now—that the existing carriers could not transport the traffic, you were assuming that if they did not use McCarthy they would not use any other steamships?

A. You mean if we did not use McCarthy?

Q. No. If the other carriers, if the D. & C. did not charter the boats from McCarthy and the Automotives that they would not have chartered any boats from any other person?

245 A. I don't know. I can't assume that.

Q. Well, then, what was the basis of your statement, then, that they could not have handled the traffic?

A. That who could not have handled the traffic?

Q. That the existing carriers could not have handled it in 1941 without these boats of McCarthy and the Automotive?

A. Well, as I said before, the fact that there were cars laying on the docks.

Q. You mean they could not even handle it with the existing boats?

A. Apparently not.

Q. Were you here this morning?

A. No—I was here part of the morning.

Q. You have not seen applicants' exhibit No. 20?

A. No. 20? No.

Q. Does it make any difference to the Hudson Motor Car Company who operates the boats so long as you have sufficient for the needs of the company?

A. Yes; it does.

Q. Who must operate them?

A. We don't say who must operate them. We would like to see McCarthy operate the boats.

Q. Has McCarthy operated them in the past?

A. Well, he is the only one we have ever dealt with.

Q. Your bills of lading and your payments were all made
246 to the D. & C., were they not?

A. That is right.

Q. Is your testimony here only insofar as there is a shortage of transportation by water? How about transportation by rail and by motor carrier?

Mr. FOSTER. Mr. Examiner, I object to that.

By Mr. ELDRED:

Q. Is that sufficient to meet your needs?

Mr. FOSTER. Just a moment, Mr. Examiner. I don't think that that is pertinent in this hearing.

Exam. MCGRATH. He may answer.

The WITNESS. Well, as far as we are concerned, as far as rail is concerned I believe at least during the season of navigation there has always been a sufficient quantity of freight cars available and as far as transportation by highway, I don't know of any delay, any serious delay.

By Mr. ELDRED:

Q. So that as I gather the testimony, it is to the effect that as far as your company is concerned, you have done business with Mr. McCarthy and you would like to see him be able to continue?

A. That is right.

Mr. ELDRED. That is all.

Mr. EISEN. I have one question that I overlooked. May I ask it at this time?

Exam. MCGRATH. Yes.

By Mr. EISEN:

247 Q. Mr. Rivett, at the last hearing Mr. McCarthy stated that if he did not have the rights to operate the boats himself the boats would be operated by one of the other lines. It might even be the Nicholson Universal Steamship Company, he stated. Now, if those McCarthy boats were chartered to one of

the existing lines and operated in that fashion would that satisfy your company?

Mr. Foster. Just a moment, Mr. Examiner, I am going to object to that. That is highly speculative. One of these operating lines had these charters and it asked to get out of them. Now, as to what somebody else will do in the future and if that will satisfy somebody is highly speculative.

Mr. Eisen. Mr. McCarthy stated that right in the record at page 41 of the record, Mr. Examiner.

Mr. Foster. I am not saying that Mr. McCarthy did not testify to that but I say it is wholly immaterial to ask this witness that.

Exam. McGrath. What testimony on direct is this cross-examination of?

Mr. Eisen. That he needs these boats and that if McCarthy does not get the rights to operate them he is going to be disabled to some extent.

Exam. McGrath. Answer the question. Objection overruled.

The Witness. What is the question again, now?

Mr. Eisen. Will you read it, Mr. Reporter, please?

(Question read.)

248 Mr. Foster. Just a second, Mr. Examiner. I want to read this question and answer.

Exam. McGrath. Well, off the record just a minute.

(Discussion outside the record.)

Exam. McGrath. Back on the record.

Mr. Foster. I submit, Mr. Examiner, if he is going to read the question he should read the question and the answer, not just an excerpt from the answer.

Exam. McGrath. It seems to me you are going pretty far afield in examining this witness on testimony by witness McCarthy at a prior hearing.

Mr. Foster. That is right. I think it is wholly immaterial.

Exam. McGrath. I will change my ruling and sustain the objection to the question.

Mr. Eisen. Exception.

Exam. McGrath. Any further questions now?

Mr. Eisen. No.

Exam. McGrath. Any further questons on redirect?

Redirect examination by Mr. Foster:

Q. Mr. Rivett, did you have any complaints from dealers about the service that was given by these carriers last year?

Mr. Eisen. Which carriers?

Mr. Foster. By the Detroit & Cleveland Navigation Com-

249 pany or the Nicholson Universal, as to the promptness and despatch?

A. Yes; we had telegrams——

Mr. LEWIS. I object to that, Mr. Examiner.

Mr. FOSTER. He has gone into that.

Mr. LEWIS. That is purely hearsay. I don't think that that is proper proof of any failure of service.

Mr. FOSTER. They have gone into great length in that in cross-examination and he stated that they did not give service.

Exam. MCGRATH. Can he go any further than that? Can you make your case any more secure by having the witness give us hearsay testimony as to what somebody else told him?

Mr. FOSTER. Well, of course, he is in charge of the traffic and he is the one that would know this.

Mr. LEWIS. Yes; but you are asking the witness to testify now what somebody else complained about.

Exam. MCGRATH. You can ask whether he received complaints, I think.

Mr. FOSTER. Yes.

Q. Did you have complaints?

A. Yes; we had complaints.

Mr. FOSTER. That is all.

By Exam. MCGRATH:

Q. From what sources?

A. From our dealers and distributors.

Q. At what points?

250 A. Well, I don't know offhand what the points were but I know we had numerous letters and telegrams asking us to do everything possible to get their cars moved out of Detroit and all the way to destination.

Q. Well, from which of the destinations—the destination served through the ports on Lake Erie?

A. No; mostly points beyond the ports of Lake Erie.

Q. In what States?

A. New York; Pennsylvania.

Mr. FOSTER. I don't think you understood the Examiner's question. He said points served through ports on Lake Erie.

The WITNESS. Yes; points in Pennsylvania and New York are served through the Lake Erie ports.

Exam. MCGRATH. Any further questions of this witness?

Mr. FOSTER. That is all.

Exam. MCGRATH. That appears to be all. We will take a brief recess at this point.

(Whereupon a short recess was had.)

Exam. MCGRATH. You may proceed.

H. L. ZENZIUS was sworn and testified as follows:

Direct examination by Mr. FOSTER:

Q. Will you state your full name?

A. H. L. Zenzius.

Q. Where do you reside, Mr. Zenzius?

251 A. 8100 East Jefferson, Detroit, Michigan.

Q. With whom are you connected?

A. Baker Driveaway Company.

Q. And in what cities do they operate?

A. Detroit, Buffalo, Roanoke, Cleveland.

Q. Do you handle cars from Buffalo that have been handled to that port by water?

A. We do.

Q. How long have you been connected with the Baker Driveaway Company?

A. Approximately two years.

Q. And what is your position with them?

A. Vice president and general manager.

Q. Mr. Zenzius, what was your connection prior to becoming affiliated with the Baker Driveaway Company?

A. General manager of the National Automobile Transport Association.

Q. And what was the nature of that Association?

A. It was an association composed of automobile carriers over the United States.

Q. And did many of its members operate in the Great Lakes area?

A. They did.

Q. And in your position with the Baker Driveaway Company and the National Transport Association did you become familiar with the general situation on the Great Lakes as to the

252 transportation of automobiles by water?

A. Yes, sir.

Q. And have had dealings with the various carriers?

A. Yes, sir.

Q. Do you know generally all the facilities of those carriers?

A. Yes, I do.

Q. On Lake Erie?

Mr. ELDRED. You are referring to water carriers?

Mr. FOSTER. The water carriers.

A. On Lake Erie.

Q. And who are the principal water carriers on Lake Erie?

A. Nicholson and D. & C.

Q. And Mr. Sullivan's client also, the Great Lakes Transit?

A. Yes.

Mr. Lewis. Pardon me, Mr. Foster, are you referring now to automobile carrying facilities only?

Mr. Foster. That is right.

Q. And during the season of 1940 and 1941 did the Baker Driveaway Company transport out of Buffalo automobiles that had been transported to that port by vessel?

A. We purchased rights in 1940 out of Buffalo.

Q. In 1940?

A. That is right.

Q. And did you say that you did operate out of Cleveland?

A. Yes, sir.

253 Q. And you also transported automobiles out of Cleveland that had been transported to that port by water?

A. Yes, sir.

Q. Have you known generally of the Automotive Trades Steamship Company and the T. J. McCarthy Steamship Company?

A. Yes, sir.

Q. Have you examined applicants' exhibit 25?

A. No, I haven't.

Q. From your knowledge of the available transportation facilities on Lake Erie during the seasons of 1940 and 1941 I will ask you whether or not in your opinion the 77,741 cars in 1940 and the 85,493 cars in 1941 which were transported on the vessels of the Automotive Trades Steamship Company and the T. J. McCarthy Steamship Company could have been transported by vessels of the other water carriers?

Mr. Eisen. I object. The man has not been qualified to talk about water transportation.

Exam. McGrath. Isn't that so? Have you qualified him?

Mr. Foster. I think he said that he was with these lines transporting automobiles from the——

Exam. McGrath. He may answer and give the basis of his answer.

The Witness. Let me have the question, please.

(Question read.)

The Witness. No, and give satisfactory service.

254 By Mr. Foster:

Q. And what do you base that on? What do you deem satisfactory service?

A. Leaving the docks in reasonable time after deliveries are made to satisfy our customers at the other end. To my knowledge and information the service was not up to standard during these two years with the equipment that was available for Lake Erie. In other words, there was a delay in effecting delivery.

Q. Even with these vessels moving the amount of cars as shown on this exhibit?

A. Yes, sir.

Mr. EISEN. The same objection. The witness has not qualified himself. He has not indicated that he knew how many of these cars could have moved, if any. This is just his own opinion predicated on a motor truck operation.

Exam. MCGRATH. Have you stated fully the basis for your answer?

The WITNESS. I am answering on the basis that we are connecting with the boat companies at Buffalo and Cleveland and we know from information received and complaints received from our dealers and distributors that the deliveries were not effected as rapidly as they wanted them.

Mr. LEWIS. I object to that, Mr. Examiner, and move that it be stricken as hearsay testimony.

255 Mr. FOSTER. I don't think it is hearsay testimony at all. He is a connecting carrier with these people and the complaints came to him as the carrier at the delivering end.

Mr. EISEN. He has now indicated in connection with which lines he got the complaints. These cars could have all moved D. & C. and he got the complaints that way.

Exam. MCGRATH. Can you state that for us? Can you satisfy that objection?

The WITNESS. I would say from both lines. Our traffic moves principally over the Nicholson and D. & C. and there have been many times we have been sitting over there in Buffalo with rigs and the cars have been at this end and we have had to check to see why we were not getting the cars and the docks here have been blocked.

By Mr. FOSTER:

Q. In other words, you have had your motor transports at Buffalo waiting for these automobiles that you knew were on the docks here at Detroit?

A. In many instances.

Q. That applied to both the Detroit & Cleveland Navigation Company and the Nicholson Universal Steamship Company?

A. Yes, sir.

Mr. EISEN. The same objection, Mr. Examiner. He has not indicated that he knows whether those boats could have been—whether those automobiles could have been carried by other carriers.

256 Exam. MCGRATH. You can develop that on cross examination.

By Mr. FOSTER:

Q. You know, as a matter of fact, that—

Mr. ELDRED. Well now, can't you ask the witness a question instead of starting right in and testifying for him, Mr. Foster?

Mr. FOSTER. I am not testifying.

Mr. ELDRED. Yes, you are. It has been leading all day long. I have let it go ahead and proceeded but when you have a public convenience and necessity witness I think you ought to let him state the facts. I am going to have to object to that question.

Exam. MCGRATH. Will you reframe your question to avoid that criticism?

Mr. FOSTER. Strike out that question.

Q. Was it a fact that with all the facilities that were available, including the three so-called McCarthy boats, that this situation which you have just described did exist?

A. Yes, sir.

Q. And was that so at both Buffalo and Cleveland?

A. I would say principally Buffalo.

Q. Principally Buffalo?

A. Yes.

Q. Do you have joint proportional rates—joint or proportional rates with the Detroit & Cleveland Navigation Company and the Nicholson Universal Steamship Company?

257 A. Yes, sir.

Exam. MCGRATH. What is the status of the Baker Driveaway Company? Has it been granted a certificate as a common carrier?

The WITNESS: Yes, sir.

By Mr. FOSTER:

Q. It is a common carrier between Cleveland and other points and between Buffalo and other points, is that right?

A. Yes, sir.

Mr. FOSTER. I think that is all.

Exam. MCGRATH. Cross-examine.

Cross-examination by Mr. ELDRED:

Q. How would this situation be bettered or improved if the Commission granted these applications?

A. Well, my understanding of this application, or this applicant, I will say first, is that they are no longer connected with any other company, such as the D. & C., whom they were formerly with. In other words, as conditions are today the boats are today without rights to operate and I am of the opinion that it is necessary that they be kept in service, be kept in operation to give continued service.

Q. Now, how would it improve the condition if they were kept in service, that you complained about?

A. Well, I don't know as it would improve the service any but it certainly would not help to take them out

258 Q. Is there any need for the service today?

A. I wouldn't say today.

Exam. McGRATH. Will there be during the coming season of open navigation?

The WITNESS. I can't answer that.

By Mr. ELDRED:

Q. What is your opinion?

A. Well, I am of the opinion that there is going to be a lot of shipping by water by the government to Buffalo.

Q. Of what?

A. Motor vehicles for the Army and Navy.

Q. What do you base that opinion on?

A. I base it because there is going to be a lot of traffic and the government is looking for the cheapest traffic, the cheapest way of shipping it. I am also under the impression that the government will use all forms of transportation.

Q. So your belief is that the government will transport 85,000 trucks by water?

A. I wouldn't attempt to estimate what the traffic will be I am convinced that the government will use water traffic.

Q. You heard the testimony here that the government intended to—was negotiating or, at least, it made a survey to use these boats for other facilities, did you not, or did you know that?

A. Yes, I heard that testimony.

Q. Yes. So if they use them for these other facilities they

259 would not be available, would they?

A. Well, from my knowledge they are making a survey of all forms of transportation, in fact they are at our industry every day taking measurements of all to see what everything can be used for. There is no indication that they are going to do so.

Q. Now, when is it you first knew that there was a T. J. McCarthy Steamship Company?

A. Well, I don't know the exact length of time. I have known of McCarthy ever since they have been in business. I don't know the exact time.

Q. Well, you knew McCarthy but did you know that there was a steamship company by his name?

A. Yes, I heard of the steamship company.

Q. You never did any business with him, though?

A. All our business in connection with the D. & C. has been with Mr. McCarthy or Mr. Hoffman or Mr. Ranahan.

Q. Did you know that Mr. McCarthy had a contract with the D. & C., an exclusive contract?

A. I didn't know what his connections were with the D. & C. I knew he was representing himself and the D. & C. whenever he could call or we would communicate with him on any business.

Q. Does it make any difference to you who operates these boats?

A. No, I wouldn't say so, only, as I stated before, it is my
260 understanding that the boats are out on a limb, so-called, right now and I am interested in seeing them stay in service and I also would like to continue doing business with the people we have been doing business with for several years for the reason that we know no one else.

Q. Now, you say they are out on a limb and you want to see them stay in service?

A. I mean the ships themselves, not McCarthy or the individuals.

Q. How would the granting of this application keep these boats in service?

A. Well, it is my understanding that they are so-called divorced right now from their past connections and there is no telling or no information that they are going to be hooked up with anybody else or anybody is going to requisition the boats.

Q. Still you don't know whether there is going to be any need for them this summer either?

A. No, only I certainly am interested in keeping all the transportation we have got today.

Q. Well, do I gather, then, that you want these boats kept available for this service in spite of the fact that you don't know whether there is any need for it?

A. Well, I would like to see them have rights so the boats can operate. If the time comes that the government is going to requisition them or lease them or anything else, to use them
261 for other commodities, I certainly think they should have rights to move automobiles when the time comes for them to be moved.

Mr. ELDRED. That is all.

Exam. MCGRATH. Any further questions on cross-examination?

By Mr. EISEN:

Q. Did you have any dealings at any time with the Automotive Trades Steamship Company?

A. No.

Q. What were your dealings, if any, with the T. J. McCarthy Steamship Company?

A. Well, our dealings I wouldn't say was direct with the McCarthy Steamship Company. As I say, all our dealings have been through the D. & C. or the other companies and it happens that in our dealings with the D. & C. the dealings have been with the three individuals I have named, namely, McCarthy or Mr. Hoffman or Ranahan of Buffalo and a man who is no longer here, Mr. Patterson, the only men that we knew in the D. & C.

Q. Was not Mr. Patterson the general freight agent of the D. & C.?

A. That is right.

Q. And was not Mr. McCarthy at all times that you referred to the manager of the automobile division of the D. & C.?

A. I don't know what his title was with the D. & C.

Q. Do you know whether he was connected with the D. & C.?

262 A. That is right, some connection. I don't know just what connection it was.

Q. When you treated with him you treated with him as part of the D. & C., didn't you?

A. I would say so.

Q. And so also with the other men that you mentioned?

A. That is right.

Mr. EISEN. That is all.

By Mr. LEWIS:

Q. The delays that you speak of occurred only at Buffalo, only in connection with automobiles consigned to Buffalo?

A. Our operation out of Cleveland was very small and our only other operation off the boats was at Buffalo, so that is why——

Q. Am I correct that the delays that you referred to during the seasons of 1940 and 1941 occurred in connection with automobiles consigned from Detroit to Buffalo?

A. That is right, as far as our company is concerned.

Q. And that is all that you personally would have any knowledge of?

A. That is right.

Q. Now, can you give us the number of automobiles delivered at Detroit or placed in the hands of these two water carriers at Detroit for transportation to Buffalo during these two seasons of 1940 and 1941?

A. No; I haven't those figures.

263 Q. And can you give us the automobile carrying capacity of the vessels in use by Nicholson Universal and the D. & C. between Detroit and Buffalo during 1940 and 1941?

A. I would say it would run from 250 to 400 cars apiece. The smaller boats 250. This is a guess.

Q. You say they would average how much?

A. From 250 to 260 cars.

Q. Automobiles per boat?

A. That is right.

Q. And how many boats did each of these carriers have available for that traffic?

A. I don't know how many Nicholson had. I believe D. & C. had something like four boats.

Q. Each of which had the capacity that you referred to?

A. I thing a smaller boat would handle around 250 or 60 or 40 cars, somewhere in there, and the others would handle maybe 400, 450 cars.

Q. Now, the four boats that you are referring to operated by the D. & C., do you know the name of them?

A. No; not offhand. I have seen them around here.

Q. Well, is it the "Tremaine," "Mead," "Ingalls," and "Fitch"?

A. I have seen them on the exhibits here today. That is the only thing I know on them.

Q. Well, they are freighters of the general type, aren't they?

A. Yes; automobile carrying boats.

261 Q. Didn't D. & C. also have combination passenger and freight boats which were used to carry automobiles?

A. Yes; they did but I don't think the volume carried in those boats were very large and I don't think it would cut a very big hole in the number that was on the docks if they had to rely on the passenger boats to handle them.

Q. You don't include the capacity of those boats?

A. No; I don't. I don't know the capacity. That all depends, I understand, on the tourist accommodations and so on.

Q. And were those the only two water carriers engaged in carrying automobiles between Detroit and Buffalo?

A. No. The Great Lakes.

Q. And what was the capacity of the "Great Lakes"?

A. I don't know that.

Mr. Lewis. That is all.

The Witness. The reason for that, as I say, my dealings have been practically with those companies.

Exam. McGrath. Any further questions on cross-examination? Any questions on redirect?

Mr. Foster. Yes.

Redirect examination by Mr. Foster:

Q. This question was gone into on cross-examination. Why are there not automobiles available for transportation during the season of 1942?

A. What was the question?

(Question read.)

Mr. EISEN. I object to the question going to this witness. The man to ask it of is the manufacturing man.

Mr. FOSTER. They went into it on cross-examination, so I think that this man can answer if he knows. He has been in the transportation. It is perfectly obvious to all of us but I do want the record to show why the automobiles will not be available for transportation during 1942.

Exam. McGRATH. Do you know, Mr. Zenzius?

A. I don't think anybody here knows that they are not going to be available. They might be available next month; we don't know. It has not been proven that they are not going to operate in 1942.

Mr. ELDRED. I don't think this is the witness to testify as to the reason, with all due respect to his abilities.

Exam. McGRATH. Have you any further questions?

Mr. FOSTER. I have no further questions.

Exam. McGRATH. That appears to be all, sir. You are excused. Next witness.

Mr. FOSTER. Mr. Davis.

P. W. Davis was sworn and testified as follows:

Direct examination by Mr. FOSTER:

Q. State your name.

266 A. P. W. Davis.

Q. Your residence?

A. Buffalo, New York.

Q. And with whom are you connected?

A. I am president of the Hulbert Forwarding Company.

Q. What type of business is that company engaged in, Mr. Davis?

A. In automobile forwarding.

Q. Principally from Buffalo east?

A. Yes, sir.

Q. Does this company have joint or proportional rates with the water lines running into Buffalo?

A. Yes, sir.

Q. And your company operates as a common carrier?

A. Yes, sir.

Q. To what territory principally from Buffalo?

A. From Buffalo to points and places in the State of Massachusetts, Rhode Island, New Hampshire, and parts of New York and Connecticut.

Q. And are most of the automobiles which you transport eastbound from Buffalo brought to Buffalo by water?

A. Yes; during the period of navigation they are all brought to Buffalo for my account by water.

Q. And what companies during 1940 and 1941 transported these automobiles to Buffalo?

A. Nicholson Universal and D. & C. and a few from
267 Great Lakes Transit.

Q. Now, is the peak period of the transportation of automobiles by your company tied in with the peak period of the water carriers or by water carriers?

A. Well, I would like to testify, as far as my business is concerned, that our peak season is during the spring and the fall.

Q. During the spring and the fall?

A. Yes; with practically nothing during August and September, parts of August and September.

Q. Now, during the season of navigation of 1940 and 1941 what was the situation in relation to the service between Detroit and Buffalo?

A. Well, there was a large movement of automobiles during both of those years and in my opinion there was just not enough boats available or at least they did not make them available to give us the service that our accounts expected.

Q. Now, when you speak of your accounts, Mr. Davis, explain for us just what you mean by that.

A. Well, in our business we solicit dealers and distributors in points and places in our territory and some of them are routed by the dealers and sometimes they ask us to ship them the quickest way possible, using our judgment, but in most cases they are routed by the dealer over the boat line boats to Buffalo, to forward on.

Q. And these dealers and distributors whom you solicit,
268 they will sometimes say Universal, Nicholson Universal, or D. & C. and the Hulbert Forwarding Company as the connecting carrier at Buffalo?

A. That is right.

Q. Now, do you know from your actual experience just what service the water carriers did give during the season of 1940 and 1941?

A. They gave the best service that they could with the equipment that they had but still there were several hundreds of cars laying on the dock and there were from two or three or four days late in getting the cars off from the dock here at Detroit.

Q. And getting them down to Buffalo?

A. That is right.

Q. And you know that of your own knowledge?

A. That is right.

Q. Now, do you have any way of knowing when the cars reach the dock here at Detroit from the factory?

A. Only from the date on the bill of lading.

Q. Only from the date on the bill of lading?

A. Yes, sir; they had on the date that the cars came into Buffalo and I knew then how many days expired.

Q. And did you have occasions where the dealers or distributors notified you that they knew the cars had been shipped on a certain date?

A. Yes; I have had that.

269 Q. And what would you do on an occasion like that? Would you check with the automobile boats here to find out why they ——.

A. I usually check with the boat companies here in Detroit to see if they had that particular shipment on hand here in Detroit or if it was on its way over.

Q. And in checking on the Detroit & Cleveland shipments, Detroit & Cleveland Navigation Company shipments, with whom did you check?

A. With Mr. Hoffman.

Q. You checked with Mr. Hoffman?

A. Yes.

Q. Did you have any dealings directly with the Detroit & Cleveland Navigation Company in your relations with them or were your dealings with Mr. Hoffman or Mr. McCarthy?

A. Yes; I paid my freight money to the D. & C. Navigation Company but any conversations that we might have or any dealings was either with Mr. McCarthy or Hoffman or Mr. Ranahan of Buffalo.

Q. Mr. Ranahan was the representative of the T. J. McCarthy Steamship Company at Buffalo?

Mr. EISEN. I object.

Mr. ELDRED. I object.

Mr. EISEN. The record has not shown so. Mr. Foster is testifying.

Exam. MCGRATH. Ask him what position Mr. Ranahan
270 had. What is your answer to that question?

The WITNESS. I didn't hear it.

Exam. MCGRATH. What was his position?

By Mr. FOSTER:

Q. What was Mr. Ranahan's position with the T. J. McCarthy Steamship Company at Buffalo?

A. Well, on his office door it says, "T. J. McCarthy Steamship Company," on his office door, but it also says, "D. & C."

Q. It also said "D. & C."?

A. Yes.

Q. But your dealings were with Mr. Ranahan?

A. That is right.

Q. Now, do you recall having occasions where distributors or dealers did make complaints to you about the cars not coming forward?

A. Well, I couldn't give any specific dates but I do know that we had several of them during the—during the spring months and the fall months we have several calls from the dealers to look up their shipments for them.

Q. And were those on shipments which were on D. & C. or Nicholson Universal?

A. Both companies.

Q. And did you have a situation where your units got back to Buffalo and the cars were not there for them?

A. At some days in the week; yes. For instance, what I mean by that is, sometimes the boats would come in four
271 or five boats in a day and that would fill the Buffalo docks up and then we might be two or three days relieving them and then maybe when we got back the boats would not be back again with some more cars and we might have to wait a bit.

Q. Well, from your working arrangements with the Nicholson Universal and the Detroit & Cleveland Navigation Company and the Great Lakes Transit and your general knowledge of the manner in which the Buffalo business was handled during 1940 and 1941, I will ask you whether or not, in your judgment, if you eliminated three vessels on which there were transported in 1940, 77,741 cars and in 1941, 85,493 cars, if the other lines could have with their remaining facilities given any kind of a service at all into Buffalo?

Mr. Eisen. I object. This witness has not been qualified. The last witness developed in cross examination that he did not know anything about the other boat lines.

Mr. Lewis. I would like to add this objection: The question asks for too great an answer. He says, "Any kind of service at all." I don't think that that is sufficiently definite.

Exam. McGrath. Further, were all those automobiles transported to Buffalo?

Mr. Foster. No. That includes Buffalo and Cleveland.

Exam. McGrath. Well, is the witness qualified to answer as to Cleveland?

272 Mr. Foster. Just a moment. We have another employe on the Buffalo movement. I will strike that question.

Q. Well, from your knowledge of the manner in which the automobiles were transported between Detroit and Buffalo, I will ask

you whether or not the other carriers without the service of the steamer "Mead," the steamer "McCarthy" and the steamer "Ingalls," in your judgment could have transported the cars between Detroit and Buffalo which were transported by those three vessels?

Mr. Eldred. I object.

Mr. Eisen. I object.

Mr. Foster. For the purposes of that question I will say that applicants' exhibit 24 shows there were transported from Detroit to Buffalo on the steamer "Mead" during 1941, 15,551 cars and on the steamer "T. J. McCarthy," Ex "Morris S. Tremaine," 27,717 cars and on the steamer "George H. Ingalls," 27,723 cars.

Mr. Eisen. I object.

Exam. McGrath. Are you personally familiar with the vessels on which these automobiles were transported during that year, the capacity?

The Witness. I know approximately; yes. I know that those boats existed. I know that they carried automobiles. How many I would not know, but every trip I could tell approximately how many they carried but for a total year I couldn't tell. I know how many we shipped, and so forth.

Mr. Eldred. You don't know whether they operated to
273 capacity there.

Mr. Eisen. If he is going to be permitted to answer, may I just test his qualifications first?

Exam. McGrath. Yes.

By Mr. Eisen:

Q. Mr. Witness, will you tell us how many boats the Great Lakes Transit operated from Detroit to Buffalo in 1941?

A. They had one for the transportation of automobiles and then they had their package freighters and loaded some cars on deck.

Q. Can you tell us how many there were of each?

A. No; I couldn't tell you how many package freighters there was.

Q. Do you know how much unused capacity there was on each boat?

A. Well, I could tell you that they came in lots of times leaving their cars on the Detroit docks and it doesn't seem to me that they would come in if they had the capacity and leave our cars sit there.

Q. Did you see every one of their boats that came in?

A. No; I didn't see every one.

Q. Do you know whether any boats came in without full loads?

A. If I thought they did and my cars were up there I would like to talk to them about it.

Q. But you don't know?

A. No; I wouldn't know whether they came in empty or not.

Q. Would your answer be the same with respect to the
274 Nicholson Universal Steamship Company boats?

A. No; because I know Nicholson well enough to know that they would load all the cars they could.

Q. Will you tell me the names of the boats and the automobile capacities of each, please?

A. Of the Nicholson?

Q. Of Nicholson boats.

A. I will name the ones I remember. The Woodruff, which is now the Hewitt.

Q. Will you tell us what the automobile capacity is?

A. I think that boat carries close to 500, if not more.

Q. Will you tell us on how many trips she came in not loaded to capacity?

A. Very few times during those two years.

Q. But you know there were times?

A. Very rarely.

Q. But there were times?

A. Very rarely.

Q. You checked each one?

A. No; I don't go over checking the boat companies business at all.

Q. Well, then, you don't know anything about whether they were loaded to capacity or not?

A. No. I have been around there for some nine years and I have seen boats come in there with their capacity and I have seen
275 boats come in there rarely when they were not full.

Mr. EISEN. I think that proves that the witness has not the qualifications to answer, Mr. Examiner.

Mr. FOSTER. Mr. Examiner, he has testified that they left the cars here on the dock. Now, if they ran down there with empty boats I think it is up to them to develop that, not us.

Exam. MCGRATH. Isn't that as far as you can go with this witness, then?

Mr. FOSTER. No; I don't think it is, Mr. Examiner.

Exam. MCGRATH. Has he indicated in answering those questions that he knows the capacity of all the boats?

Mr. FOSTER. No; he does not know whether they were running on that particular lake or not. He doesn't know whether the Hewitt was running during the lull season with a part load or what.

Exam. McGRATH. What question did you want him to answer?

Mr. FOSTER. I wanted him to answer the question originally which I propounded to him. I think he is perfectly qualified to give his opinion on it. He had dealings with both of these people and he said they left the automobiles on the dock here for four or five days, he knew that from the bills of lading and he had to trace them to find out why they did not ship them. Now, if he is not qualified to testify during the peak period, with that con-

276 dition existing with all of the carriers——

Mr. LEWIS. It seems to me, Mr. Examiner, that Mr. Foster is asking the witness to give a guess, not an opinion based on any facts. There is no qualification.

Mr. EISEN. We will have an exhibit that shows that the witness knows nothing at all as to what Nicholson did about unused capacity.

Mr. FOSTER. He is testifying as a carrier, as to his actual knowledge in relation to these people who were connecting carriers with him.

Exam. McGRATH. He has already given the benefit of his views and information on that, as I understand it.

Mr. FOSTER. And I simply want to ask him this in view of his knowledge of the actual conditions as they existed, if in his judgment those carriers could have moved the additional automobiles that were moved on the applicants' vessels during those seasons? Now, he said he can give us an opinion on that.

Mr. EISEN. And I object because he admitted he had no knowledge.

Exam. McGRATH. Answer and give the basis of your answer.

The WITNESS. I would say that it would be impossible for the existing carriers to move that many automobiles without the use of those boats and I will base my——

Exam. McGRATH. What do you mean by "those boats"?

The WITNESS. I mean the "Ingalls" and the "Morris S.

277 Tremaine" and the "Mead." And I base my testimony on the fact that I have been out in Detroit several times and saw both of these companies' boat docks loaded to full capacity with automobiles and I did that at several times during the course of a year, spring and fall.

Exam. McGRATH. What year or years?

The WITNESS. Especially in the last two years.

Mr. EISEN. And, I submit, Mr. Examiner, that a couple of incoming boats would not mean the answer to that question.

Exam. McGRATH. Well, he has answered and given the basis for his answer.

The WITNESS. Another reason why I base my opinion is because our office is very close to the yard and we can certainly tell whether a boat comes in full or not.

Exam. McGRATH. Any further questions?

Mr. FOSTER. No further questions.

Exam. McGRATH. Cross-examine.

Cross-examination by Mr. EISEN:

Q. Have you had any relationship with the T. J. McCarthy Steamship Company with respect to transportation?

A. No; sir.

Q. With the Automotive Trades?

A. No; sir.

Q. Now, when you checked with the D. & C. you say you always contacted Mr. Hoffman?

278 A. That is right.

Q. Wasn't he a representative of the D. & C.?

Mr. FOSTER. Now, just a moment. That calls for a legal conclusion, as to whether or not a person was a representative.

Mr. EISEN. I will withdraw it.

Q. When Mr. Hoffman called upon you did he furnish you with D. & C. blotters, advertising blotters showing his name thereon?

A. Well, the blotters that we had had "T. J. McCarthy Steamship Company" on.

Q. Is this the type of blotter you received; showing the witness applicants' exhibit No. 1?

A. Well, unfortunately I have never had that blotter or any one like it in my possession. This is the first time I ever saw a blotter like that. It must be I am not on their mailing list maybe.

Q. You say you received a blotter from the T. J. McCarthy Steamship Company?

A. Any blotter that I ever had was "T. J. McCarthy Steamship company."

Q. Well, I asked you, did you receive a T. J. McCarthy Steamship Company blotter?

A. Yes, sir.

Mr. FOSTER. Now, just a moment, Mr. Examiner. This has gone far beyond the direct and what difference it makes

279 whose blotter he received is wholly irrelevant, I think.

Mr. EISEN. I call the Commission's attention to the fact that Mr. McCarthy testified that the only type of blotting advertisement he puts out was the blotter that I just showed the witness.

Mr. FOSTER. You are talking now about what Mr. Hoffman puts out, if that is material at all. We object to it, Mr. Examiner.

Exam. McGRATH. Objection overruled. Any other questions?

By Mr. EISEN:

Q. Now, you say you received complaints from your consignees. Didn't you check those complaints and find in numerous instances that the fault lie with the Hulbert Forwarding Company and not with the steamship company?

A. The only time that I called on the boat company with any complaints was when they were at fault. I did not call on them when I was, but sometimes due to the heavy flow of automobiles by boats, when they came in there five or six a day, it put us in a position where we could not handle all the cars, but I also say that we did receive several calls and complaints from the dealers where the cars were held in Detroit.

Q. So some of the complaints were due to your operation and some were due to the steamship?

A. I would say yes.

Q. And would you say that the reason for that was that
280 the boat and truck operations were not synchronized?

A. No; I wouldn't say that. The reason why I think there were complaints on both sides is because there were never sufficient equipment.

Q. On both sides?

A. On the boats, to bring the cars in in such a way that we could handle them, because when we tied up several hundred trucks for a twenty-four hour period and the boats came down there with 1,500 cars, why, we are tied up for them four boats that we have lines that we can never get them away fast enough.

Q. Well, if the factory tenders to the steamship company 1,500 cars on one day and 4 boat loads of cars come in as a result of that, how would you expect that situation to be improved by more boats?

Mr. FOSTER. Just a moment. I object to that question, Mr. Examiner, because it goes way beyond the direct and there is no testimony in the record at all that any automobile company ever did that to any automobile carrier. There is nothing to base that question on and it is going way beyond the scope of the direct examination.

Mr. EISEN. I think reference to exhibit 26 of Mr. Hoffman will show that there was such a condition existing.

Mr. FOSTER. That is the on hand record.

Exam. MCGRATH. That is Mr. Hoffman's testimony.

Mr. EISEN. No; but he testified, Mr. Examiner, that it
281 was the condition of the boat companies that 1,500 automobiles were dumped and he said if there were more boats that situation would have been done away with. Now I asked the witness if those 1,500 cars came to the steamship company on one day and that precipitated——

Exam. McGRATH. Well, do you know whether 1,500 cars were offered to the steamship companies on one day?

The WITNESS. I couldn't say. No; I couldn't say.

Mr. EISEN. That is all.

Exam. McGRATH. Any further questions?

Mr. LEWIS. Just a question.

Q. Have you made a study, Mr. Davis, of on how many occasions weather conditions or strikes caused delays to the shipments of automobiles from Detroit to Buffalo during 1940 and 1941?

A. Well, if you put your question into about four of them I can try to answer it.

Q. Supposing you do that. Let us take weather conditions in 1941, that is question number one.

A. I don't make a study of the weather conditions; no.

Mr. FOSTER. Mr. Examiner, I am going to have to object to this line of questioning on exactly the same basis. It goes way beyond the direct examination of Mr. Davis and there is no showing anywhere in this record that any delay was ever caused by strike in there or by weather conditions. Now, until that is shown we contend it is wholly immaterial.

282 Mr. LEWIS. Well, the testimony shows—at least the witness has testified to delays. He has not qualified himself to the necessary capacity of vessels to handle the traffic, so on cross examination I think we are entitled to go into the cause of the delays to which he refers.

Exam. McGRATH. Can you answer that question, sir? That question seems to me to be pertinent.

Mr. FOSTER. That is, if he knows it.

Exam. McGRATH. Yes, if he knows it.

Mr. FOSTER. But he is relating it purely to strikes. He is asking him if he has made a study of strikes or weather conditions.

Mr. LEWIS. I am limiting it to weather conditions in 1940.

Q. Do you know on what occasions weather conditions during 1940 caused delays in transportation of automobiles between Detroit and Buffalo?

A. In the early spring of 1940 there was a delay for weather conditions.

Q. Yes. And was there in the fall, in November of 1940, do you remember that?

A. No; I don't remember but I remember distinctly in the spring.

Q. In the spring of 1940. Now, do you remember of any similar delays in the spring of 1941?

283 A. Not for weather conditions but there was a short delay on account of labor troubles.

Q. Labor troubles in the spring of 1941. Do you recall any weather conditions causing delays in the fall of 1941?

A. No.

Q. And were there any labor difficulties in that connection in 1941?

A. Not to my knowledge.

Q. Now, you have testified, as I understand it, that there was not sufficient capacity to enable the water carriers to deliver automobiles that would serve the capacity of the driveaways, motor vehicle driveaways, at Buffalo, is that correct?

A. Well, if it was available they didn't make it available to us. The cars still set there.

Q. What capacity will be sufficient, or would have been sufficient during 1941? How many automobiles per day would it have been necessary for the water carriers to transport in order to serve the motor vehicle driveaways to their full capacity?

A. I can't answer you.

Q. Can you tell us, what water carrier capacity would have been necessary to serve the greatest number of automobiles tendered for shipment at Detroit, consigned to Buffalo, at any time during 1941?

A. I wouldn't know the number. All I know is that there isn't even sufficient boats now to give us the service.

284 Q. What will be sufficient?

A. I would say it would take several more boats.

Q. How many?

A. At least five or six more boats.

Q. And what is the total capacity?

A. I would say 400 cars per boat.

Q. How many boats?

A. Five or six.

Q. Five or six more. How many are there at present?

Mr. FOSTER. Mr. Examiner, the witness has testified that he knows that service was not given. Now, as to what is the number that would be necessary to take care of this service, I think is wholly immaterial in this case.

Mr. LEWIS. I think we are entitled to explore the basis of this witness' testimony and his knowledge.

Mr. FOSTER. I think it is going pretty far afield. We ought to know what would be necessary to meet his requirements.

Exam. MCGRATH. We are not going to cover that entire field. There are only two applications on file here for certain operating rights. It seems to me the question is going far afield.

Mr. FOSTER. I think it is going pretty far afield. We object to it as being greatly beyond the scope of the direct examination.

285 Mr. EISEN. I just want to indicate, Mr. Examiner, that I have been objecting to these on direct and they have been permitted to go in on direct but when we endeavor to cross on the direct Mr. Foster objects on the very ground that I objected on direct.

Exam. MCGRATH. This is going into speculation as to the future.

Mr. EISEN. Sure it is. That is the reason for the objection.

Exam. MCGRATH. And we are dealing with a peculiar situation so far as the facts establish that situation during the past. Any further question in cross examination?

Mr. ELDRED. Yes.

Q. Are you authorized by the Commission as a motor carrier, Mr. Davis?

A. Yes, sir.

Q. At what points can you originate traffic?

A. I haven't got the copy of my certificate.

Q. Don't you know at what points you can originate traffic?

A. I can originate out of Detroit.

Q. Yes. During the season of open navigation in 1940 and 1941 did your transport motor vehicles from Detroit?

A. No.

Q. I mean the situation did not get serious enough at any time for you to go in and drive a truck or a car away from Detroit?

286 A. The situation was bad enough. If I was able to come into Detroit I would have.

Q. Didn't you have authority to?

A. I didn't have the equipment to take care of it.

Q. I thought you said some days your equipment was idle then?

A. Yes; for 24 hours but it takes four days to come to Detroit and get a load of cars.

Q. From Buffalo?

A. Yes. We have to come through the states and it is 365 miles. We have to depend solely on the boats during the season of navigation.

Q. You operate from Detroit during other seasons, don't you?

A. Not into New England, no. We only operate during the closed season of navigation from Detroit to points and places in New York State.

Q. You do not go to Connecticut at all?

A. No.

Q. What is the reason there?

A. I haven't the authority.

By Exam. McGRATH:

Q. Do you hold a certificate as a common carrier by motor vehicle?

A. Yes, sir.

Q. To transport automobiles; is that right?

A. That is right.

By Mr. ELDRED:

Q. Did you haul any from Detroit to New York during this season that you complained of?

287 A. No. I am complaining about the season of navigation.

Q. That is right. That is what I am referring to.

A. And I never come into Detroit with trucks during the season of navigation.

Q. Isn't it a fact that if you obtained a little more equipment that you would be in a better position to handle this traffic?

A. No.

Q. Why wouldn't you?

A. I couldn't maintain the service that the boat companies give. It would be an unprofitable operation all the way round to come in here.

Q. In other words, you want the boat companies to put on enough to suit you but you don't want to put on enough to suit the boat companies, is that it?

Mr. FOSTER. Just a minute. I object to that question. It is wholly immaterial.

Exam. McGRATH. Objection sustained.

By Mr. ELDRED:

Q. Why is it you haven't put on additional equipment, Mr. Davis?

Mr. FOSTER. Mr. Examiner, I object to that.

Exam. McGRATH. Objection sustained.

Mr. FOSTER. Not having any bearing whatever on this witness' direct examination or on this application.

By Mr. ELDRED:

Q. If the Nicholson Universal or the D. & C. or both of them together put on three additional boats to take
288 care of these three boats that are owned by the McCarthy Steamship and Automotive to capacity would that meet your needs?

Mr. FOSTER. Just a moment, Mr. Examiner, I am going to object to that question. There is absolutely no showing about what they are going to do and to ask a question about what somebody else may possibly do in the future is not material in this case.

Mr. ELDRED. Mr. Examiner, I want to find out what this man wants.

Exam. McGRATH. He is not asking anything. He is appearing here merely as a witness.

Mr. ELDRED. For what?

Exam. McGRATH. To testify to the facts. What he wants has no bearing whatever here, Mr. Eldred.

Mr. ELDRED. What is he testifying here for?

Mr. FOSTER. You heard his testimony.

Mr. EISEN. He stated, Mr. Examiner, that—

Exam. McGRATH. He is engaged, as I understand it, in the driveaway or truckaway operation.

The WITNESS. Truckaway and driveaway; yes, sir.

Exam. McGRATH. By motor vehicle.

Mr. ELDRED. Yes. He is complaining here about the service rendered by the steamship companies. Now I am asking him what he wants out of the steamship companies? If the two existing companies would put on three additional boats, would
289 that satisfy his needs? I think it is a perfectly legitimate question and fair question.

Mr. FOSTER. It has no bearing here whatever. I mean there is now showing that they intend to put on any additional boats. He has simply testified that the service that was given in 1940 and 1941 with the then existing facilities was not sufficient. Now, as to whether he would be satisfied if they put on these additional boats, certainly that has no bearing and goes way beyond the scope of the direct examination.

Exam. McGRATH. It seems so to the Examiner.

Mr. ELDRED. Then do I understand that his testimony is solely that the service in 1940 and 1941 was not satisfactory?

Exam. McGRATH. Well, the testimony will speak for itself.

Mr. FOSTER. Yes; you can analyze that.

Exam. McGRATH. You cannot expect me to tell you what it means.

Mr. FOSTER. I am not going to agree what his testimony means.

Mr. ELDRED. All right.

Exam. McGRATH. Any further questions?

Mr. FOSTER. No further questions.

Exam. McGRATH. You are excused, sir. Next witness.

H. P. BLIGHT was sworn and testified as follows:

Direct examination by Mr. FOSTER:

Q. Please state your name.

290 A. H. P. Blight.

Q. Where do you reside, Mr. Blight?

A. 605 Industrial Bank Building, Flint, Michigan.

Q. And with whom are you connected?

A. F. J. Boutell Driveaway Company, Inc.

Q. And in what capacity?

A. Traffic manager.

Q. Will you explain, Mr. Blight, just what your duties are as traffic manager of this company?

A. General management covering operations and rates and tariffs.

Q. And what is the business of the Boutell Driveaway Company?

A. Transporting by truck and driveaway motor vehicles cam chassis, trucks and we have got a couple of gun permits which are rather minor.

Exam. MCGRATH. From and to what points?

A. On the operation?

Q. Yes.

A. We have points of origin out of Flint, Pontiac and Detroit, Michigan, Toledo, Ohio; secondary and subsequent operations out of Cleveland, Ohio, Erie, Pennsylvania, Buffalo, New York.

By Mr. FOSTER:

Q. And generally to what destinations?

A. From Michgian east to the co[illegible] south to——

Exam. MCGRATH. Which coast?

The WITNESS. The east coast, excuse me. South to the Ohio-Kentucky line by truckaway, following the line of the canal to

291 West Virginia and border line of Virginia and Maryland and Washington, D. C. We also have driveaway rights in the State of Indiana and Kentucky.

By Mr. FOSTER:

Q. Is your operation such that it requires you to drive a large number of automobiles from these points of origin in Michigan to the automobile loading docks at Detroit?

A. It is.

Q. And what automobiles do you handle to the automobile docks at Detroit?

A. Well, practically everything there is. Our big volume operation is in Buick, Pontiac and Chrysler products.

Q. And do you also operate under joint or proportional rates with these water carriers out of the ports of Cleveland and Buffalo?

A. Yes, joint through rates with the Lake Erie Tariff Bureau.

Q. With the Lake Erie Tariff Bureau?

A. Yes.

Q. And the Lake Erie Tariff Bureau consists of what companies?

A. The D. & C. Company and the Nicholson Steamship Company, Great Lakes Transit and their motor carrier connecting lines, of course, are parties to those tariffs.

Q. Now, in your position as traffic manager of this company have you acquired a knowledge as to the general facilities used by the water carriers on Lake Erie in the transportation of automobiles?

A. Fairly well, I think.

Q. How long have you been connected with this drive-

292 away company?

A. Twelve and a half years.

Q. Now, have you had any delays in having automobiles forwarded from Detroit to either Cleveland or Buffalo for shipment beyond by your company?

A. Yes, sir.

Q. And during the season of 1940 and 1941?

A. Yes.

Q. And by which carriers?

A. Well, I think that has occurred with all of them due to their peak loads. A minute ago when you asked me about my connection in bringing them to the dock, I have branch offices, of course, at these other ports and I forward them copies of my waybills on everything moving to the docks so that my branch offices are familiar with the movements that are coming forward so they know what to look for.

Q. Then a large number of these automobiles which you bring into Detroit to the water carriers are subsequently handled by you beyond?

A. That is right.

Q. Can you tell us just exactly what your experience was in connection with these delays during the season of 1940 and 1941 with the Detroit & Cleveland Navigation Company and the Nicholson-Universal Steamship Company?

A. Well, the freshest in my mind was back in November

293 of 1941, of course. We were running kind of a little Flanagan schedule right then due to weather conditions and volume of traffic. I recall now particularly in Detroit where at

one time I had over a hundred cars in my yard for the port of Cleveland released by Chrysler for winter movement because the service would then be shut off and I had requisitions from my dealers to deliver to the boat lines and I delivered to the boat lines. Then again I had to come and pick up a lot of those cars and take them to destination.

Q. Why was that?

A. Because the service had been suspended and on another occasion there because of the volume at the dock being too great at that particular time to move forward by boat.

Q. At which dock was that?

A. That would include all the docks, both Buffalo and Cleveland.

Q. In other words, the docks here were so crowded that you moved some of these automobiles direct to destination by motor transport?

A. That is right. And then, of course, some that I had brought in from upstate, I had to come in and divert shipments and pick them up. That is, shipments had been routed by the Buick and Pontiac motor companies via boat and they diverted the shipments and I had to come in and pick them up and take them to destination.

Exam. McGrath. By boat through what ports?

A. The big shipments of Buick and Pontiac were principally to Buffalo proper.

294

Q. The Buicks and Pontiacs are made in Michigan?

A. That is right.

Q. And they were shipped from what port?

A. Detroit.

Q. And they were destined to what points,—points in the East?

A. East of Buffalo.

Q. And they were brought to the port of Detroit for transshipment via water?

A. That is right.

Q. For Buffalo?

A. Right.

By Mr. Foster:

Q. And you say that the facilities were such that they could not be moved and you had to divert them and ship them by motor truck?

A. That is right.

Q. And that was after they were delivered at the docks of the water carriers, of these water carriers?

A. Yes, sir.

Exam. McGRATH. Was that during the season of open navigation when that occurred?

The WITNESS. Yes, sir.

By Mr. FOSTER:

Q. Are you acquainted and are you familiar with the steamers Mead, T. J. McCarthy and Ingalls?

A. Fairly well.

295 Q. And you know that they have been operated on Lake Erie under some arrangement between the T. J. McCarthy Steamship Company and the Automotive Trades Steamship Company and the D. & C. in past years?

A. Yes.

Q. Now, did you have any occasion during the season of navigation to divert automobiles from one dock to the other, that is, from one of these water carriers to the other?

A. No; I can't say as to that.

Q. You don't recall any such experience?

A. No.

Q. Now, you say that when you moved the car from one of the outlying Michigan cities to Detroit for transportation by water and then transportation by your own units beyond, that you forwarded to Cleveland or Buffalo, as the case might be, the details of that movement?

A. Yes.

Q. And what did you say in relation to that as to the delay in the transportation of those automobiles?

A. Well, I know in the latter part of November particularly I had considerable calls into Buffalo by dealers beyond wondering where the cars were and, of course, my Buffalo office had my forwarding bills and it shows when they moved to the dock in Detroit and my Buffalo office, of course, always keeps in contact with the branch offices of the boat lines there, that is getting

296 their arrival notices and checking on movements through the port.

Q. And did you make a personal investigation to determine if those cars had or had not moved?

A. Yes.

Q. And what did you find?

A. Well, I know on one occasion that I wrote all my branches and told them to check these cars with a fine tooth comb because they were sitting at these various lines, waiting to come forward, to check them for damages and shortages and what not because we were picking them up for beyond.

Q. They were sitting at the dock shed in Detroit?

A. That is right.

Q. And is that on the docks of the D. & C. and Nicholson Universal?

A. Yes; the assembly yards for those various docks.

Q. Now, from your knowledge of the manner in which these automobiles were handled on Lake Erie during the season of 1940 and 1941, I will ask you whether or not, in your judgment, the other water carriers could have handled those cars if they had not had the facilities of the three Automotive Trades Steamship and T. J. McCarthy Steamship Company boats to handle during 1940 on Lake Erie 77,741 automobiles and during 1941, 85,493 automobiles?

Mr. EISEN. The same objection, Mr. Examiner.

Exam. MCGRATH. You may answer the question and give
297 the basis for your answer.

The WITNESS. I don't think they could. In fact, they would go back further than 1940 if it was not for the foresight of Mr. McCarthy in getting those boats. It even goes back prior to 1937, because I have had dealings with him personally. As I just said, I have been with Boutell twelve and a half years and he has operated boats prior to that time and some time prior to 1937, when he started collecting these boats to put them into his lake service. Now, our volume in the industry in 1937 was such that the companies could not have handled it with the boats they had then any more than they could have in 1940.

Mr. EISEN. The same objection. We haven't had any basis.

Exam. MCGRATH. Have you stated fullly the basis for your answer?

The WITNESS. Well, I might add to this extent, that the volume in 1937 in the automotive industry was comparable to their volume in 1941, that is, in round numbers.

Exam. MCGRATH. Is that all on direct?

Mr. FOSTER. That is all.

Exam. MCGRATH. Cross-examine.

Cross-examination by Mr. EISEN:

Q. Mr. Blight, is it your position that all the delay is attributable or was attributable during 1940 and 1941 wholly to the steamship companies?

A. Oh, I wouldn't say that. It was during the peak load that comes upon all carriers in business at times.

298 Q. All carriers have the same peak difficulty?

A. That is right.

Q. It is a fact, is it not, that during the fall of 1940 and 1941 Boutell was so congested at Buffalo with automobiles that certain factories discontinued water carrying?

A. I wouldn't say that.

Q. Well, specifically, in 1941 didn't Pontiac discontinue water carrying shipments because Boutell was so congested at Buffalo?

A. I think for about a week they moved some of our stuff by rail.

Q. Is it not also a fact that in the fall of 1941 Noyes Buick in Boston——

Mr. FOSTER: Just a minute, Mr. Examiner. If he is going to go into what happened to some other carrier it is going beyond the scope of the direct examination.

Exam. MCGRATH. What is the relevancy of that? You already had this witness answer that his company during the peak movements could not handle the traffic. Why go into details about that? What is the relevancy of that with respect to these applications for service to operate as water carriers between particular ports?

Mr. EISEN. None, Mr. Examiner; no relevancy either to the direct examination, but inasmuch as the direct is in we have to cross-examine on it. I don't see any relevancy and did not see any relevancy on the direct.

Exam. MCGRATH. I don't recall anything on direct on
299 which you could cross-examine to that extent.

Mr. EISEN. Well, the witness said that the transportation was delayed because of disabilities of the water lines. I think I have a right to show that the disability was not the water line but in many cases it was the disability of the connecting trucker.

Exam. MCGRATH. I think he has answered that question, too.

Mr. EISEN. All right. I would like to make an offer of proof at this time, that through this witness I would show specific instances whereby the factories or consignees complained of delays not due to the steamship company but due to congestion of the connecting truckers.

Exam. MCGRATH. Any further questions?

Mr. LEWIS. Just a moment, please.

Q. Mr. Blight, you said, I believe, that the volume in 1937 was substantially the same as in 1941. Do you mean yours, that is, the volume of the Boutell Driveaway Company?

A. No; I mean in round numbers the industry compared to the years previously or immediately afterwards, there was a direct improvement.

Q. Have you got some figures with you or statistics that you can prove that?

A. No; not with me.

Q. What have you found, in your experience, as to how long a shut-off of service over the water carrier lines on account of weather conditions would last on the average, how many days?

300 A. You mean after operations have been instituted?

Q. Well, they shut it off and then they give service. How many days on the average?

A. Oh, two or three days but about enough to check routings through the factory.

Q. About how often when the weather was shut off across—about how often, when the service is shut off across lakes, were the shipments routed over the road?

A. During the period I talked about?

Q. Yes.

A. It was just that once, I think, last year.

Q. Was that the only time last year?

A. Because of the weather that they would shut off traffic during the navigable season.

Q. It was unusual, then, for them to route shipments that were being delayed over the road? Ordinarily, if there was a weather shut-off across the lakes the cars would be allowed to stay on the lots?

A. That all depends on your shipper. That is why I say they sent me in to divert them and get them to destination.

Q. But in your experience that only happened once?

A. That again comes with your volume and market. It is a variable factor.

Q. Did it happen more than once with you?

A. Oh, yes.

301 Q. That is, you had diversion requests more than once?

A. Oh, yes.

Q. And in many cases no such attempt was made; they were just allowed to accumulate and that created a peak, didn't it, on the water lines?

A. That may be true but again it is your market demand and whether your shipper wanted them at destination.

Mr. LEWIS. That is all.

Exam. MCGRATH. Any further questions?

By Mr. ELDRED:

Q. Mr. Blight, how long have you known Mr. McCarthy?

A. Have I?

Q. Yes.

A. Back in the early 20's.

Q. During this period that you have known him has he ever operated these boats in his own name, any steamships in the transportation of automobiles?

A. Yes. I remember his—well, I contacted him in his Detroit office when he set up as the T. J. McCarthy Steamship Company.

Q. And did he ever state the reason why he did not continue to operate in his own name?

A. No.

Q. Insofar as your company is concerned, are you interested in the ownership of the boats that transport the automobiles
302 or are you merely interested in a sufficient number of boats?

A. Connecting carrier service.

Q. So that if the existing carriers provided additional boats it wouldn't make any difference to you whose boats they were?

Mr. FOSTER. Now, Mr. Examiner, I have got to object to that question. Mr. Eldred comes back to it with every witness. It is wholly immaterial. It goes beyond the direct and what somebody else may do in the future is simply too speculative and has no bearing in this particular case; it just hasn't any.

Mr. ELDRED. I think it does, Mr. Examiner. I think we want to know what this witness wants. All you have been talking about here is that if these three boats do not operate the transportation on the Great Lakes would fall flat.

Mr. FOSTER. I am not arguing that at all.

Mr. ELDRED. That is what you have been asking every witness, "If you did not have these three boats operate could the automobile transportation function"? And all I want to know is whether it makes any difference to these witnesses who are complaining here who owns the boats?

Exam. MCGRATH. Answer that question, please.

The WITNESS. Will you state it again, please?

Mr. ELDRED. Please read the question, Mr. Reporter.

(Question read)

A. I might answer that by saying "No" and qualify it, that I think that depends upon our shippers whether they would render that service fast enough. It might put us in the posi-
303 tion of having virtually faster boats.

Q. If they were operated by the two existing carriers——

Mr. FOSTER. Now he comes to the two existing carriers. One of the existing carriers had these boats and asked the owner to take them back.

Mr. ELDRED. There is no testimony that they have been asked. Mr. McCarthy did not testify to that. I am objecting to that statement going on all day. Mr. McCarthy more or less testified that he asked to have the boats released.

Exam. MCGRATH. Well, he has answered your question. Now, what further do you want?

Mr. ELDRED. Nothing further.

Exam. MCGRATH. Any further questions?

Mr. FOSTER. That is all.

By Exam. McGRATH:

Q. Mr. Blight, what is the status of the F. J. Boutell Driveaway Company under the Motor Carrier Act? Has it been granted a certificate to operate as a common carrier under the Motor Carrier Act?

A. Yes, sir; MC-3648.

Q. And you have stated generally the territory where you operate?

A. We are operating under Sub. 1, 2, and 3, T. A. under No. Sub. 5.

Exam. McGRATH. That is all, sir, you are excused. Next witness.

Mr. FOSTER. I want to ask this witness possibly one more question—no; no more questions.

304 Exam. McGRATH. All right, you are excused.

J. R. DEPLANCHE was sworn and testified as follows:

Direct examination by Mr. FOSTER:

Q. Please state your name and address.

A. J. R. DePlanche; Buffalo.

Exam. McGRATH. Are you connected with one of these driveaway companies?

The WITNESS. Yes.

Exam. McGRATH. Isn't this evidence becoming purely cumulative? We have had three witnesses now connected with these driveaway companies.

Mr. FOSTER. They cover various and different territories, Mr. Examiner. Some of their territories overlap. I don't think it is cumulative and I think they deal with all these companies.

Exam. McGRATH. Well, I will let you go ahead but it looks to me as though it is kind of cumulative.

By Mr. FOSTER:

Q. Will you state your residence?

A. Buffalo.

Q. And with what company are you connected?

A. M. & G. Convoy.

Q. Does this company operate out of Buffalo east?

A. It operates out of Buffalo to points in New York, New Jersey, Pennsylvania, Maryland, Delaware, and the District of Columbia.

305 Q. And does it hold a certificate from the Interstate Commerce Commission?

A. For common carriage.

Q. It operates as a common carrier?

A. Yes, sir.

Q. Do you have joint and proportional rates with the water carriers?

A. With the Lake Erie Tariff Bureau.

Q. How many units does your company operate?

A. About 120.

Q. About 120 units?

A. That is right; that is capacity.

Q. And do you have any operating rights out of Detroit?

A. We do.

Q. Where to?

A. To the same territory.

Q. To the same territory?

A. That is right.

Q. And during the summer months do you serve that territory primarily out of Buffalo?

A. That is right, we do.

Q. And so served it in 1940 and 1941?

A. We did.

Q. Now, in your position with the M. & G. Transport are you familiar with the water facilities generally on the Great Lakes?

A. Yes; I deal with the boat lines at Buffalo.

Q. And what three boat lines serve Buffalo?

A. Most of our dealings are with Nicholson and D. & C.; mostly D. & C.

Q. About how many automobiles would you say, Mr. DePlanche, that you handled out of Buffalo during the open season of navigation?

A. In any particular season?

Q. Say the season of 1941.

A. I would judge possibly 15,000; 12 to 15 thousand.

Q. That is to these various destinations?

A. That is right.

Q. I will ask you whether or not on the cars which were routed over the water carriers and M. & G. Convoy Company you experienced any delays in 1940 and 1941?

A. We did.

Exam. McGrath. Water carriers operating from and to what ports? Will you give that?

By Mr. Foster:

Q. From Detroit to Buffalo.

A. We did experience delays.

Q. And did you personally check the cause of those delays to determine why there were these delays?

A. I have had conversations with Mr. McCarthy over the telephone asking him to get the cars over and he has told me that the boats were running to capacity.

307 Q. And did you have conversations with anyone else connected with any other water carriers?

A. No; I did not.

Q. Now, do you know generally what automobile boats were operated on Lake Erie?

A. I have some knowledge.

Q. And what boats were they?

A. The "Tremaine," the "Fitch," the "Mead," and the "Ingalls" and "Woodruff" and a couple of passenger boats.

Q. On these passenger vessels, during the season of navigation during the summer months, I will ask you if they also handled tourists' automobiles?

A. They did.

Q. You know that of your own knowledge?

A. They have taken mine, my personal car.

Q. Have you seen applicants' exhibit 24, Mr. DePlanche?

A. I believe I did.

Q. Now, exhibit 24 here shows that there was transported on the steamer George W. Mead during the season of 1940 between Detroit and Buffalo 14,853 cars, by the steamer "T. J. McCarthy" 23,771 and by the Steamer "George H. Ingalls" 20,674 and during the season of 1941 via those same vessels in the order named 13,552, 28,717 and 27,723. I will ask you whether or not from your knowledge of the transportation of automobiles between the ports of Detroit and Buffalo, if, in your judgment, those

308 automobiles could have been transported via the other carriers had they not had the facilities of the three boats mentioned?

Mr. EISEN. Did you finish your question, Mr. Foster?

Mr. FOSTER. Yes.

Mr. EISEN. The same objection.

Exam. MCGRATH. Answer the question and give the basis for your answer.

The WITNESS. I don't believe that there would have been enough facilities without these three boats.

Exam. MCGRATH. Why not.

The WITNESS. If the boats were not run to capacity they would have brought the cars consigned to us consigned for forwarding beyond Buffalo a little bit faster to us.

Exam. MCGRATH. Is that all, Mr. Foster?

Mr. FOSTER. That is all.

Exam. MCGRATH. Cross examine.

Cross-examination by Mr. EISEN:

Q. Of these 12 to 15 thousand cars handled, how many moved via the D. & C.?

A. Upwards of 85 percent I would think.

Q. So if the other carriers had capacity they could not have brought those 85 percent or better than 85 percent to you any faster?

A. Well, with what few there was moved over Nicholson we also experienced some delays there.

309 Q. Do you have any delays in connection with your own operations in the carrying of cars?

A. No, we have never had any trouble except with the weather maybe for a few hours, have a storm and some of my boys may be tied up on the road. We have had no labor troubles.

Q. You have always had enough equipment during the peak season to immediately take the cars away from Buffalo when they were brought in?

A. Not when they were brought in; no.

Mr. EISEN. That is all.

Exam. MCGRATH. Any further questions?

Mr. ELDRED. No questions.

Exam. MCGRATH. That is all, sir.

Mr. FOSTER. Now, Mr. Examiner, we do have two other forwarder witnesses and I will agree that their testimony will be cumulative.

Exam. MCGRATH. Well, then, if it is going to be cumulative I will tell you that we have received sufficient of that character of testimony.

Mr. FOSTER. It covers a slightly different territory.

Exam. MCGRATH. Even so.

Mr. FOSTER. Service at the other end.

Exam. MCGRATH. Maybe the parties will agree with you that if they were called they would testify to the same general effect that the previous witnesses representing similar

310 companies testified to. Off the record.

(Discussion outside the record.)

Mr. FOSTER. The men that I was going to call were Mr. Joseph Wilkie of the Wilkie Carrier Company and Mr. Richard Allen of the Bolin Driveaway Company, operating out of Cleveland and Detroit.

Mr. ELDRED. Where does Wilkie operate out of?

Mr. FOSTER. Out of Buffalo.

Mr. ELDRED. To where?

Mr. FOSTER. To the eastern states, covering I don't know just how many.

Exam. McGRATH. Well, have you got everything in the record you want to state now with respect to those witnesses if they were called and testified?

Mr. FOSTER. With respect to those witnesses, yes. Simply if they were called that they would testify the same. Is that right?

Mr. EISEN. I have no objection.

Mr. ELDRED. I have no objection to that stipulation going in.

Exam. McGRATH. Is there any further testimony now to be offered by applicants?

Mr. FOSTER. Yes. Take the stand, Mr. McCarthy.

T. J. McCARTHY, recalled as a witness herein, having been
311 previously duly sworn, was examined and testified further as follows:

Direct examination by Mr. FOSTER:

Q. Mr. McCarthy, there has been considerable testimony on cross examination of witnesses as to the possibility of the Detriot & Cleveland Navigation Company or someone else putting on additional boats. Now I ask you whether or not as you acquired first the "Mead" and later the "Ingalls" if you did not offer those boats to the D. & C. and request that they themselves acquire them?

A. I did.

Q. And what was their answer to that?

A. That they did not want any more boats or did not want to participate in the investment in any more boats due to the fact that they had not made any money for several years with their passenger boats.

Mr. LEWIS. Will you fix the time of this? I don't know when he is testifying to.

By Mr. FOSTER:

Q. This was when you purchased the "Mead" in 1936?

A. When we purchased the "Mead" and later on when we purchased the "Ingalls" and "Tremaine."

Exam. McGRATH. During what years?

The WITNESS. In 1936. And that there might be some stockholder objection due to the fact that they had not made money
312 with the boats that they were operating and, therefore, they did not want to run into that condition or have that develop.

Mr. LEWIS. Mr. Examiner, I object to this as immaterial to the issues here; what occurred back in 1936 is irrelevant to any issues involved in these two applications.

Mr. FOSTER. Mr. Examiner, I think it has a very important bearing. These protestants here are saying that these companies,

who would be forced to go out and acquire boats to serve this particular trade, that they would now——

Mr. LEWIS. 1936 hasn't any bearing on this.

Mr. FOSTER. That is when he purchased the boats.

Exam. McGRATH. Well, he has answered that question now and it is on the record.

Mr. FOSTER. Yes.

Q. And in order to handle the automobiles which you actually solicited under your solicitation agreement with the Detroit & Cleveland Navigation Company it was essential that you go out and purchase these boats with which to handle it, is that right?

Mr. EISEN. I object to that. Counsel has been testifying in connection with every witness. No witness who testified, no witness who took the stand this morning testified to anything.

Exam. McGRATH. Reframe your question.

Mr. FOSTER. Strike the question.

Q. Was it necessary, Mr. McCarthy, in order to handle on
313 Lake Erie these automobiles which you solicited that you purchase vessels and convert them for that purpose?

Mr. EISEN. I object to that. That is the same question.

The WITNESS. It was necessary.

Mr. ELDRED. It has no bearing on the issues here.

Mr. SULLIVAN. It is irrelevant.

Mr. EISEN. It only calls for yes or no answer. Counsel is still testifying.

Mr. FOSTER. What is the objection?

Mr. ELDRED. It has no bearing on the issues at all.

Exam. McGRATH. You are undertaking to answer something which was brought out on cross-examination. What is the materiality? You are making that more important than perhaps it merits.

Mr. FOSTER. Mr. Examiner, I think this is very important. I mean these protestants have clearly shown from their cross-examination of these intervenors that apparently it is their purpose to have Mr. McCarthy sit back in the hope that they will offer him some kind of a deal and until they do that he has just got to do that. That apparently has been their attitude all the way through and I think the background of the whole situation is important to bring before the Commission.

Mr. EISEN. Isn't the application and the record the best answer to that statement, Mr. Examiner?

Mr. ELDRED. I might make this observation: There is
314 nothing to prevent the present applicant from getting any business for himself, at the present time. There has been no showing of coercion here, that he had to go with the D. & C. at that time.

Mr. FOSTER. I am going to develop that with this witness because that question always has been brought up and it is in the nature of rebuttal.

Mr. ELDRED. There has been no direct testimony.

Mr. EISEN. This is not rebuttal.

Exam. McGRATH. I am wondering whether you are not anticipating the evidence that may be presented by protestants.

Mr. FOSTER. No. They have brought it out on cross-examination from some of our own witnesses.

Mr. ELDRED. What has anything that happened in 1937 and 1938 got to do with the grandfather operation of this applicant here?

Mr. FOSTER. I will tell you. I will state to the Examiner exactly what I propose to prove in direct examination. In 1937—and I am quite sure no one had any idea as to just what form the transportation would take—I mean as to just what form the Transportation Act would take if it was passed or if it was not passed—a five-year contract was entered into between the T. J. McCarthy Steamship Company and the Detroit & Cleveland Navigation Company. That contract is in there as an exhibit. That was an
315 exclusive contract requiring Mr. McCarthy to devote his entire time to the solicitation of automobiles for the Detroit & Cleveland Navigation Company.

Also, at the same time in 1937, Mr. McCarthy chartered the "Tremaine" and the "Mead," or his companies did, to the Detroit & Cleveland Navigation Company. Under the terms of those charters the Detroit & Cleveland Navigation Company had the right from year to year to exercise those options and they did exercise them up to and including the charter for the year of 1942, which later by mutual agreement, as Mr. McCarthy says, was terminated.

Now, I say that all of that is a very important background. Mr. McCarthy was required to purchase these boats, convert them for the automobile traffic to handle these automobiles which he already solicited and on which he received a definite percentage of the gross freights irrespective of whose bills of lading they were operated on and it is important to bring out all of those facts to this Commission for whatever bearing it may have here.

Exam. McGRATH. What facts do you want to bring out that have not been brought out?

Mr. FOSTER. That it was absolutely necessary for him to buy the boats; that the Detroit & Cleveland Navigation Company would not buy them.

Exam. McGRATH. Well, hasn't he answered that question?

Mr. FOSTER. Yes.

316 Exam. McGRATH. What further questions do you want to ask him along that line?

Mr. FOSTER. And that the situation was that he was not permitted to solicit business or go in business for himself during the life of those contracts.

Exam. McGRATH. Isn't that shown by the documentary evidence?

Mr. FOSTER. They are of record.

Exam. McGRATH. Have you any other facts you want to develop along that line through the witness McCarthy that have not been already fully covered?

Mr. FOSTER. That perhaps is covered in the exhibits. The thing I did want to bring out is that they had refused to invest any money in vessels and it was necessary that he do it.

Exam. McGRATH. Well, he has answered that question.

Mr. FOSTER. That is right.

Q. Now, at the present time, Mr. McCarthy, you do have available for the transportation of automobiles under your published tariffs the steamer "T. J. McCarthy" in the Automotive Trades Steamship Company and the steamer "George W. Mead" in the T. J. McCarthy Steamship Company; is that right?

A. Yes, sir.

Q. Mr. McCarthy, were the financial statements of the Automotive Trades Steamship Company and the T. J. McCarthy Company, which are attached to and made a part of your amend-

317 ment to the original application and shown on each application as exhibit BWC–B–V, prepared under your direction?

A. Yes.

Q. And do those statements reflect the true condition of the respective companies as of the 30th day of September 1941?

A. Yes, sir.

Mr. FOSTER. Mr. Examiner, we wish to offer in evidence as a part of the record those financial statements and such of the persons as are here who desire copies of them, we can furnish them although we haven't them with us at this time.

Exam. McGRATH. Do you want to have them made part of the record by reference; is that it?

Mr. FOSTER. Yes; we want them made part of the record by reference.

Exam. McGRATH. Is there any objection to that procedure, providing the parties be furnished with copies?

Mr. FOSTER. We will be glad to furnish anyone with a copy who desires it.

Exam. McGRATH. All right, that motion is granted with the understanding, of course, that you will furnish the parties with copies. Can you do that during the course of the hearing?

Mr. FOSTER. I think we can, if the hearing goes over until tomorrow, as it looks very much that it will. During the course of the hearing we can furnish them with copies.

Mr. Examiner, that is the applicants' case.

318 Exam. McGRATH. Are there any questions on cross-examination of the witness McCarthy?

Mr. ELDRED. I just have one question.

Cross-examination by Mr. ELDRED:

Q. In any of these agreements is there any requirement that you furnish ships in any way so that they may be chartered to the D. & C. Navigation Company?

A. Well, they have been chartered.

Q. Yes; but I mean in the agreement that you made with them, between yourself and the Detroit & Cleveland Navigation Company in connection with the solicitation of traffic, in those agreements was there any requirement that you would furnish steamers which would be leased to the D. & C. Navigation Company?

A. Yes; that was my privilege.

Q. Your privilege?

A. Yes.

Q. But there was no compulsion, was there?

A. No compulsion.

Q. No. And you purchased these boats, I presume, with the thought that you would make a profit on them, is that correct, sir?

A. Yes. There is nothing wrong with that.

Mr. ELDRED. That is all, sir.

Exam. McGRATH. Any further questions on cross-examination?

319 Mr. FOSTER. Just along that line.

Exam. McGRATH. You have a question on redirect?

Mr. FOSTER. Yes, on redirect.

Redirect examination by Mr. FOSTER:

Q. Mr. McCarthy, you purchased these vessels because it was absolutely necessary to have them in order to service the accounts which you had solicited and obtained, is that not so?

Mr. ELDRED. I object. It is a leading question of the same type.

Exam. McGRATH. Answer the question.

The WITNESS. I was working for all the automobiles that I could get for the D. & C. Navigation Company and we didn't have sufficient capacity to carry the cars, the D. & C. would not furnish

the boats and it was on that basis that I went out and got them, because I had worked and there was no use of working unless you had some way to collect on the efforts of your work and you couldn't do it without equipment and the D. & C. were not willing to furnish the equipment or help in the financing at any time.

By Mr. FOSTER.

Q. As a matter of fact, is it not so that it was necessary to add to the D. & C.'s original facilities the first year that you went there?

A. That is absolutely so.

320 Q. And you did do that, as shown by an exhibit, on a profit-sharing basis?

A. On a profit-sharing basis right from the start. What we did was get facilities of some kind to carry the business so that we could collect on our efforts and labor for the service that our customers asked for.

Mr. FOSTER. That is all.

Exam. MCGRATH. Any further questions?

Q. Mr. McCarthy, I have one or two questions. I don't recall from reading the record whether you have shown the horsepower of these steamships owned by the applicants.

A. I believe that they are in an exhibit somewhere but I will furnish that if it is not shown there.

Q. You think it is of record?

A. I think it is of record but I will make sure and bring that in, too.

Q. Just to make the record definite, are these all self-propelled vessels, the three vessels that you described?

A. Yes; they are all self-propelled vessels.

Q. Now, in the financial statements that have been made part of the record you show that both applicants reserved for depreciation certain amounts.

A. Yes, sir.

Q. Can you tell us how that depreciation was computed? What rate of depreciation was used and what length of service was

321 set up for the vessels?

A. We estimated the life of the boilers and set up our depreciation on a basis of 10 years and on the hulls on the basis of 20 years, which is the accepted practice in vessels of that age. And the value of the boiler as against the—the boilers and machinery as against the hulls is two-thirds hull and one-third machinery. So we depreciated the one-third on the boilers and machinery over a period of 10 years and on the hulls over a period of 20 years; 5 percent on the hulls and 10 percent on the boilers.

Q. And what did you use as the value of the steamships?

A. The actual cost, plus our conversion cost. The purchase price of the vessel plus our conversion cost.

Exam. McGRATH. Off the record.

(Discussion outside the record.)

Exam. McGRATH. That is all. Now, is that the applicants' case?

Mr. FOSTER. Yes.

Exam. McGRATH. We will take a few minutes recess.

(Whereupon a short recess was had.)

Exam. McGRATH. All right, protestants may proceed.

Mr. EISEN. With the consent of counsel for the applicants, Mr. Examiner, I would like to ask that the following testimony of witness Hewitt in docket No. W-732, Nicholson Transit
322 Company, application for authority to operate as a contract carrier by water, taken at the Washington, D. C., hearing on September 9, 1941, and September 10, 1941, be incorporated into this record by reference.

Exam. McGRATH. Pages what?

Mr. EISEN. Pages 162 to 226 and 229 to 272. Now, in connection with that, Mr. Examiner, to facilitate this record, if it will, I have copies of Mr. Hewitt's exhibits tendered in connection with that testimony, which I can either give to the Examiner or offer as an exhibit in this hearing.

Mr. FOSTER. We have those exhibits, too.

Mr. EISEN. I have copies.

Exam. McGRATH. Well, if you have a set for the Examiner I think it will be sufficient. You want to stipulate the witness' testimony as well as the exhibits that he presented, is that correct?

Mr. EISEN. That is correct, Mr. Examiner, with one exception, that exhibits 5 and 10—Mr. Hewitt introduced exhibits 1 through 10—exhibits 5 and 10 pertain wholly to Duluth operations and I am not giving the reporter a copy of them.

Exam. McGRATH. Well, you are not giving the reporter a copy of the exhibits on anything. I understand you are giving them to me for my use.

Mr. EISEN. Oh, I see.

Exam. McGRATH. You want to stipulate by reference the testimony and the exhibits that you mentioned, referred to in the testimony?

323 Mr. EISEN. That is correct.

Exam. McGRATH. And you have copies of those exhibits and you don't want them?

Mr. FOSTER. That is right.

Mr. EISEN. In other words, Mr. Examiner, the stipulation is that all of the testimony of Mr. F. L. Hewitt——

Exam. McGRATH. You have to specify that with particularity.

Mr. EISEN. I have. Also, Mr. Examiner, Mr. Hewitt's testimony beginning on page 150 and running to page 152.

Exam. McGRATH. Do you join in that stipulation, Mr. Foster?

Mr. FOSTER. I join in that stipulation subject to giving you the pages of Mr. Hewitt's further and subsequent testimony given at the adjourned hearing.

Mr. EISEN. If it is not included in there.

Mr. FOSTER. Yes, if it is not included in there.

Mr. EISEN. I have no objection to that.

Exam. McGRATH. Well, you will have to join with Mr. Eisen in the stipulation, Mr. Foster.

Mr. FOSTER. I do.

Exam. McGRATH. You will have to be specific at this time as to what portions of that record you want considered. We cannot leave to some future time something else.

324 Mr. FOSTER. It is all of Mr. Hewitt's testimony, direct, cross, redirect and recross.

Exam. McGRATH. And you have given the pages on which that testimony appears?

Mr. EISEN. Yes, sir.

Mr. FOSTER. Except at the adjourned hearing. I think there was further testimony at the adjourned hearing of the Nicholson Transit Company, which you heard here.

Exam. McGRATH. Yes, Mr. Hewitt testified at that hearing.

Mr. EISEN. I think I have it here.

Mr. FOSTER. I don't have the pages of them in there.

Exam. McGRATH. Off the record.

(Discussion outside the record.)

Mr. FOSTER. We will submit that to you, Mr. Examiner, the precise number of pages that are covered.

Mr. EISEN. And I concur in that statement.

Exam. McGRATH. All right. I want to ask now if Mr. Eisen agrees to supply a copy of the transcript of the record which has been stipulated later at his expense, if and when required by the Commission?

Mr. EISEN. Yes, sir; I do.

Exam. McGRATH. All right. Under the circumstances the Examiner directs the incorporation by reference of that testimony that has been referred to by counsel.

Mr. EISEN. Now, before we leave that, Mr. Examiner, I
325 have had prepared the same exhibits as were introduced at the last hearing, brought down to date, but we thought that there might be some objection. If any valid purpose is to be served thereby I have those exhibits. Otherwise we can forget about them.

Mr. FOSTER. I don't desire to have the further exhibits offered.

Exam. McGRATH. You do not desire to have any further exhibits?

Mr. FOSTER. No.

F. L. HEWITT, JR., recalled as a witness herein, having been previously duly sworn, was examined and testified further as follows:

DIRECT EXAMINATION

Exam. McGRATH. You are testifying under oath, Mr. Hewitt?

A. Yes.

Q. You have been previously sworn?

A. Yes.

By Mr. EISEN:

Q. Mr. Hewitt, has there been any change in the vessel status since you testified at the hearings in September 1941?

A. Yes; there has. The steamer "Adam E. Cornelius" is no longer in our fleet; as itemized at that time. At the moment I cannot think of any other changes. Oh, I am sorry, there is. The steamer Richardson is no longer in the fleet as itemized
326 at that time. And the barge "Resolute" is no longer in the fleet as named at that time.

Q. And is the name of the "Woodruff" changed?

A. Yes; although I thought it had been changed prior to that date.

Mr. FOSTER. I think that is covered in that testimony.

Mr. EISEN. That is all.

Exam. McGRATH. Have you any questions to ask the witness, Mr. Foster?

Mr. FOSTER. No. I think that is the only possible change in the record.

Exam. McGRATH. Is that all you have, Mr. Eisen?

Mr. EISEN. That is all I have.

Mr. LEWIS. Mr. Arnold.

J. M. ARNOLD called as a witness herein, having been previously duly sworn, was examined and testified further as follows:

Direct examination by Exam. McGRATH:

Q. You have been sworn, have you? You testified in the prior hearing?

A. Yes.

Q. You are testifying here under oath?

A. Yes, sir.

By Mr. Lewis:

Q. What is your name?

A. J. M. Arnold, general freight agent, Detroit & Cleve-
327 land Navigation Company, 210 Wayne Street, Detroit, Michigan.

Q. Mr. Arnold, you are employed, are you, as general freight agent of the protestant, the Detroit & Cleveland Navigation Company?

A. Yes, sir; that is correct.

Q. And have you made a study of the business of the Detroit & Cleveland Navigation Company as affected by the rights sought by the applicants in this matter?

A. I have.

Q. Just describe briefly the nature of the business of the Detroit & Cleveland Navigation Company?

A. Well, the Detroit & Cleveland Navigation Company is a common carrier operating both—handling both freight and passenger business, with joint rates on lake and rail traffic, also handle port to port business, also the conduct of business in connection with truck lines, motortruck.

Q. Among other commodities, freight commodities handled by the D. & C.—and when I say "D. & C." I mean the Detroit & Cleveland Navigation Company—are there included automobiles?

A. There are.

Q. Will you just state the approximate amount invested by the Detroit & Cleveland Navigation Company in land, vessels, wharfs and other transportation facilities used on the Great Lakes?

A. Well, there was originally an investment of a little over $12,000,000 but there is a book reserve on that so that now it
328 is down to about $3,000,000.

Q. And it has a present book value of approximately $3,000,000?

A. Just about that.

Q. Will you describe the vessels now owned and operated by the D. & C. for the purpose of transporting automobiles on the Great Lakes?

A. You mean as of today?

Q. As of today.

A. Well, we have the "Fitch"—"William F. Fitch."

Q. What kind of vessel is that?

A. That is fit up exclusively for the handling of automobiles only. Of course, we do handle and can handle package freight in that same vessel.

Q. Yes.

A. We also have six combination passenger and freight vessels that can and do handle automobiles.

Q. Now, is there any need under present circumstances for the use by the D. & C. of the three boats that have been referred to here as the McCarthy boats, that is, the "Tremaine," the "Mead" and the "Ingalls"?

A. You mean as of now?

Q. As of the present time or as anticipated in the immediate future.

A. Well, I can't think of any need for any of it right now.

Q. Now, if the need arose in the future is the D. & C.
329 financially able to or financially in position to acquire such additional vessels as may be necessary?

Mr. FOSTER. Mr. Examiner, I submit that this man is not qualified to testify as to the financial situation of the company. He says he is the traffic manager.

Mr. LEWIS. And I have asked him and he has testified that he has studied the affairs of the company with respect to the question—I will ask him now whether he is familiar with the financial position of the company?

The WITNESS. Well, I——

Mr. FOSTER. Just a moment. Mr. Examiner, I submit that this man is not qualified to testify as to the financial situation of the company. They may have cash in the bank and they may have a dozen reasons for not wanting to invest it in boats. I submit that this man is not qualified, is not the qualified man to answer that type of question.

Mr. LEWIS. May I ask him a few more questions?

EXAM. MCGRATH. Yes; to qualify him.

By Mr. LEWIS:

Q. Have you examined the audited financial statement of the D. & C.?

A. I did look at their statement for 1940; yes.

Q. You are familiar in general with their financial resources?

A. Pretty generally, yes; in a general way.

Q. That is, as shown by their published financial statements?

A. In a general way.

330 Q. And from that knowledge is it your opinion that they are in financial position to acquire such additional vessels as may be needed to handle any automobile traffic that may be presented to them in the future?

A. I think I can best answer that this way: On February the 2nd I was in Washington——

Mr. ELDRED. What year?

The WITNESS. This year. February the 2nd, 1942, I was in Washington, called on Mr. Eastman personally, also——

Mr. FOSTER. Just a moment. The answer is not responsive. Let him answer the question and not make a recitation about Mr. Eastman back in February.

The WITNESS. And when I came back the following day——

Mr. FOSTER. Just a moment, Mr. Examiner. I want a ruling on that.

Exam. McGRATH. What is the relevancy of that in answering the question?

Mr. FOSTER. Yes; what is the relevancy?

The WITNESS. Do you want me to tell you?

Mr. FOSTER. He asked you a question and we would like to have you answer it.

The WITNESS. I am coming to it. I am coming to the thing that led up to this, why I didn't know about it on February 2nd but, Mr. Examiner, I did know about it the following day because when I came back my president sent for me; Mr. James
331 T. McMillan, and he told me all that had happened between himself and Mr. McCarthy.

Mr. FOSTER. Mr. Arnold, just a moment. That is purely hearsay, Mr. Examiner.

The WITNESS. He talked to me personally.

Mr. EISEN. He is not testifying to the conversation. He is testifying to the fact of the——

The WITNESS. Knowledge of what I know.

Mr. FOSTER. Mr. Examiner, if Mr. James T. McMillan had some conferences with Mr. McCarthy I don't want to get it through Mr. Arnold.

Mr. LEWIS. These are discussions that were made by the management.

Mr. FOSTER. Let the management testify.

Exam. McGRATH. Is that a fact?

Mr. FOSTER. No; that is not a fact.

Exam. McGRATH. Is that one of Mr. Arnold's duties?

Mr. LEWIS. Apparently so.

Exam. McGRATH. Is it, Mr. Arnold?

The WITNESS. I am supposed to keep informed all the time about the conduct of the business of our company in various ways. I get that information in direct conferences with our general manager and our president and that is the way I keep informed, otherwise I wouldn't know anything about our business and how
332 to conduct our business properly. I am in their confidence and, naturally he would call me in and this is what he told me.

Mr. FOSTER. Now just a moment, Mr. Examiner, I absolutely object to Mr. Arnold——

Exam. McGRATH. Well, the objection to the Examiner seems to be well taken.

Mr. FOSTER. Yes; telling what somebody else told him.

By Mr. LEWIS:

Q. Now, have you been informed in discussions with the other executive officers—I will withdraw that. Have you in conference with the other executive officers of the D. & C. arrived at a plan with respect to the acquiring of additional facilities for the transportation of automobiles if, as, and when the necessity arises?

Mr. FOSTER. Now, Mr. Examiner, I object to that unless it is shown here that this man here has the power to acquire them. Now he is talking about what he did with the other executives of the company.

By Mr. LEWIS:

Q. Is it a part of your function to plan with the other executive officers of the company with respect to the acquiring of facilities, transportation facilities?

A. I am consulted.

Q. You enter into the plan, do you?

A. I am consulted by them.

Q. Yes. And have you consulted with them with respect to automobile equipment?

333 A. Yes, sir.

Q. And what is the plan, if any, that has been arrived at?

Mr. FOSTER. Now, just a moment, Mr. Examiner. He is the traffic manager and if the executives of that company had consulted with him and the executives who have the control of the company have arrived at a plan, that is very well.

Exam. McGRATH. Off the record a minute.

(Discussion outside the record.)

Exam. McGRATH. Back on the record.

Mr. LEWIS. I will pass that.

Q. Now, the testimony shows, Mr. Arnold, that no one other than Mr. T. J. McCarthy as an employe of the D. & C. has solicited automobile traffic in behalf of the D. & C. during the period covered by the contracts, employment contracts which are in evidence in this case.

A. That is correct; yes. In fact, I would like to go on a little further there and say that I called on some of the trade, as Mr. Brennan testified today, but 1941 was the first time anybody outside of Mr. McCarthy had called on them that was Mr. Arnold, that is true, but Mr. McCarthy later on reminded me of the fact that he and he only was the nominal man to contact all the shipping public in connection with the automobile traffic.

Q. And it is provided for in his contract, is it?

A. Well, he is the solicitor and he gets the money and it is all paid to him on a stipulated sum in that contract.

334 Q. It was understood that no one other than Mr. McCarthy——

A. That he was hired for that job and he is the manager for the automobile division.

Q. And you do have other solicitors in the employ of the company?

A. Oh, yes.

Mr. LEWIS. No further questions.

Exam. MCGRATH. Any questions on cross-examination?

Cross-examination by Mr. FOSTER:

Q. Is the steamer "Fitch" owned by the Detroit & Cleveland Navigation Company?

A. It is owned by the Detroit & Cleveland Steamship Company, which is practically the same organization.

Q. That is, the D. & C. Navigation Company owns all the stock in the D. & C. Steamship Company?

A. Practically so.

Exam. MCGRATH. Is it a holding company, the D. & C. Navigation Company?

The WITNESS. I don't know what it is but I do know that they control it entirely.

Mr. FOSTER. I have no further questions.

Exam. MCGRATH. Any further questions?

Mr. LEWIS. No.

Exam. MCGRATH. All right, you are excused. Do you have some further testimony?

335 Mr. LEWIS. I have nothing further; no.

Exam. MCGRATH. All right. I will ask the protestants if they have any further evidence to offer?

Mr. EISEN. At this time, Mr. Examiner, may I ask for a continuance of the hearing to a week day other than Monday or Tuesday of next week? By "week day" I mean Monday through Friday.

Exam. MCGRATH. You may ask it but it won't be granted by the Examiner because the Examiner is scheduled to have a hearing here Monday. He could hear any testimony you may have to present tomorrow or Monday afternoon or Tuesday morning but after that he has to be on his way. He has to go to Lansing, Minneapolis, and back to Chicago and Indianapolis.

Mr. EISEN. May I state the purpose of that request, Mr. Examiner, is that in view of the testimony adduced today I desire to bring in and present as witnesses various truck connections of

the Nicholson Universal Steamship Company, as well as dealers and distributors of automobiles who control the routing of the cars that the traffic managers of the automobile companies testified to today and that those individuals, being located outside of Detroit, will not come into Detroit or travel from their home for a week end but that if the hearing was set between Monday and Friday they would be available. And with respect to Monday and Tuesday of next week, I have New York intrastate cases
336 and that Commission will not postpone a case unless you personally appear and offer a good reason at that time.

Exam. McGrath. Well, I think I have answered your request so far as I am concerned. I cannot grant it with the exception of tomorrow, Monday afternoon or Tuesday of next week.

Mr. Eisen. Well, may I just have the statement that I made tendered in the form of an offer of proof?

Exam. McGrath. I suppose I cannot stop you from doing that but I would not call that a legitimate offer of proof when you are not ready to submit it when the case is set for hearing.

Mr. Eisen. Well, I would be if you would set it in accordance with the request.

Exam. McGrath. Did you make any prior request on the Commission to set this case down at some other time than the day on which it was set?

Mr. Eisen. No, Mr. Examiner. The Commission's order, as well as the application, was for the continuance of interim operations. However, in my opinion the proof submitted on direct has wandered a bit from that strict interpretation of the Commission's order and the application and that is the reason why I am making this request, because the admission of the type of proof that went in today, frankly, took me by surprise.

337 Exam. McGrath. Well, your request is denied except upon the conditions which I have heretofore stated. Now, is there anything further? Is there any further testimony by any protestant?

(No response.)

Exam. McGrath. Is there any testimony or evidence by applicants in the nature of rebuttal?

Mr. Foster. No further testimony, Mr. Examiner.

Mr. Eldred. Mr. Examiner, might I inquire, is it the purpose to have a proposed report in this case?

Exam. McGrath. No, it is not the purpose to have a proposed report.

Mr. Foster. Well, the applicant was going to make a request for a proposed report.

Exam. McGrath. You do request that, do you?

Mr. FOSTER. I do request a proposed report.

Exam. MCGRATH. Is there any objection to that procedure?

Mr. ELDRED. None on my part.

Mr. EISEN. I have none.

Mr. FOSTER. And we wish to file a brief. I would like awfully well to have about 40 days, if I could, because there are a lot of admiralty cases coming up in the meantime.

Exam. MCGRATH. I would like very much to grant you that but my instructions are not to allow you more than 30 days.

338 I will fix the date for filing briefs as March 21st. The hearing in this proceeding is closed.

(At 6 p. m., February 13, 1942, hearing closed.)

339. *Exhibit No. 11*

Witness: McCarthy

MODIFICATIONS OF CHARTER DATED FEBRUARY 18, 1937, ON STEAMER "T. J. MCCARTHY," EX "MORRIS S. TREMAINE," DATED APRIL 7, 1939

340 APRIL 7, 1939.

In re: "Steamer Morris S. Tremaine" Charter February 18, 1937

DETROIT AND CLEVELAND NAVIGATION COMPANY,
210 Wayne Street, Detroit, Michigan.

GENTLEMEN: In your letter of January 27, 1939, exercising your option for a renewal of the Charter on the steamer "Morris S. Tremaine" for the season of 1939 in accordance with the terms and agreement of the Charter dated February 18, 1937, you stated that it was with the understanding that certain agreements discussed in your Mr. Perkins' office on January 15, 1939, would be added to the Charter Agreement covering operations during the 1939 season.

Under paragraph one of the Charter the obligation is on the Owner to have the "Tremaine" tight, staunch and strong, well and sufficiently tackled, appareled, furnished, outfitted and equipped, and in every respect in seaworthy and in good working condition and fit for the service for which she is chartered. It is further provided that the Owner will bear all expense in connection with the fit-out, including such expenses as may be necessary to procure the approval of the vessel by the United States Local Inspectors of Steam Vessels and their certificate for the vessel for the coming season.

Paragraph three of the Charter has the usual provision that the Charterer, upon accepting the vessel in the condition outlined in paragraph one, will, during the charter period, pay all costs of maintenance and operation including supplies of every nature, repairs and upkeep of the vessel, equipment, machinery, etc.

Paragraphs ten and twelve provide that the vessel will be redelivered to the Owner in the same condition as when delivered, reasonable wear and tear excepted, paragraph fourteen relieving the Charterer from redelivery of the vessel in event of a total and/or constructive total loss.

Certain questions have come up in the past as to what constituted "fit-out" and what constituted "wear and tear" within the meaning of the Charter. Accordingly, so as to clarify the charter in that particular, it is agreeable to us that the attached may be considered as paragraph eighteen of the Charter and that the Charter may be amended by the adding of the attached as paragraph eighteen.

We believe the above clearly expresses our understanding in the matter, and suggest that you execute the extra copy of this letter and return it for attachment to our copy of the Charter.

Very truly yours,

(Signed) T. J. McCarthy, *President.*

We accept the language as contained in proposed additional paragraph eighteen attached as an amendment to the Charter discussed in this letter.

Detroit & Cleveland Navigation Co.,

By (Signed) C. L. Perkins, *General Manager.*

341 "Paragraph eighteen (18), or amendment to Charter between Detroit & Cleveland Navigation Company, and Automotive Trades Steamship Company covering the vessel "Morris S. Tremaine," dated February 18, 1937.

It is agreed between the Owner and Charterer that consumable supplies, viz., hawsers, heaving lines and cables, which usually have life of a season or more, wearing out during the first ninety (90) days of the Charter are to be replaced at the expense of the Owner. This does not contemplate breakage or destruction of such consumable supplies due to unusual condition of service or negligence of the crew. Such consumable supplies wearing out after ninety (90) days from the commencement of the service of the vessel under the Charterer for each season are to be replaced at the expense of the Charterer, and said replacement shall remain aboard the vessel at termination of the charter period and become the property of the Owner. It is understood that the

Charter is being clarified only in this one particular, all other terms and conditions to remain unchanged.

Accepted:

AUTOMOTIVE TRADES STEAMSHIP COMPANY.
By (Signed) T. J. McCARTHY, *President.*

Accepted:

DETROIT AND CLEVELAND NAVIGATION CO.,
By (Signed) C. L. PERKINS, *General Manager.*

342 *Exhibit No. 12*

Witness: McCarthy

MODIFICATION OF CHARTER DATED FEBRUARY 18, 1937, OF STEAMER "GEORGE W. MEAD," DATED APRIL 7, 1939

343 APRIL 7, 1939.

In re: Steamer "George W. Mead" Charter February 18, 1937

DETROIT AND CLEVELAND NAVIGATION COMPANY,
210 Wayne Street, Detroit, Michigan.

GENTLEMEN: In your letter of January 27, 1939, exercising your option for a renewal of the Charter on the Steamer "George W. Mead" for the season of 1939 in accordance with the terms and agreement of the Charter dated February 18, 1937, you stated that it was with the understanding that certain agreements discussed in your Mr. Perkins' office on January 15, 1939, would be added to the Charter Agreement, covering operations during the 1939 season.

Under paragraph one of the Charter the obligation is on the Owner to have the "Mead" tight, staunch and strong, well and sufficiently tackled, appareled, furnished, outfitted, and equipped, and in every respect in seaworthy and in good working condition and fit for the service for which she is chartered. It is further provided that the Owner will bear all expense in connection with the fit-out, including such expenses as may be necessary to procure the approval of the vessel by the United States Local Inspectors of Steam Vessels and their certificate for the vessel for the coming season.

Paragraph three of the Charter has the usual provision that the Charterer, upon accepting the vessel in the condition outlined in paragraph one, will, during the charter period, pay all

costs of maintenance and operation including supplies of every nature, repairs and upkeep of the vessel, equipment, machinery, etc.

Paragraphs ten and twelve provide that the vessel will be redelivered to the Owner in the same condition as when delivered, reasonable wear and tear excepted, paragraph fourteen relieving the Charterer from redelivery of the vessel in event of a total and or constructive total loss.

Certain questions have come up in the past as to what constituted "fit-out" and what constituted "wear and tear" within the meaning of the Charter. Accordingly, so as to clarify the Charter in that particular, it is agreeable to us that the attached may be considered as paragraph eighteen of the Charter and that the Charter may be amended by the adding of the attached as paragraph eighteen.

We believe the above clearly expresses our understanding in the matter and suggest that you execute the extra copy of this letter and return it for attachment to our copy of the Charter.

Very truly yours,

(Signed) T. J. McCarthy, *President.*

TNM.

We accept the language as contained in proposed paragraph eighteen attached as an amendment to the Charter discussed in this letter.

Detroit and Cleveland Navigation Co.,
By C. L. Perkins.

344 "Paragraph eighteen (18), or amendment to Charter between Detroit & Cleveland Navigation Company, and T. J. McCarthy Steamship Company covering the vessel 'George W. Mead,' dated February 18, 1937.

It is agreed between the Owner and Charterer that consumable supplies, viz., hawsers, heaving lines and cables, which usually have life of a season or more, wearing out during the first ninety (90) days of the Charter are to be replaced at the expense of the Owner. This does not contemplate breakage or destruction of such consumable supplies due to unusual condition of service or negligence of the crew. Such consumable supplies wearing out after ninety (90) days from the commencement of the service of the vessel under the Charterer for each season are to be replaced at the expense of the Charterer and said replacement shall remain aboard the vessel at termination of the charter period and become the property of the Owner. It is understood that the

Charter is being clarified only in this one particular, all other terms and conditions to remain unchanged."

Accepted:

T. J. McCarthy Steamship Company,
By (Signed) T. J. McCarthy, *President.*

Accepted:

Detroit and Cleveland Navigation Co.,
By (Signed) C. E. Perkins, *General Manager.*

345 *Exhibit No. 13*

Witness: McCarthy

Agreement Between Detroit and Cleveland Navigation Company and T. J. McCarthy, Dated March 29, 1933

346 Detroit and Cleveland Navigation Company

Detroit, Michigan, *March 29th, 1933.*

Mr. T. J. McCarthy,
17400 Northlawn Avenue, Detroit, Michigan.

Dear Sir: Enclosed herewith please find two copies of Agreement with Exhibit "A" attached hereto. Will you kindly sign and have witnessed returning both copies to us at which time we will also sign and have witnessed and return you one copy for your record.

As there was insufficient time for us to definitely determine whether proper working arrangements could be arrived at for the operation of an auto freight carrying vessel in case of continual overloads for our own steamers, we left that phase of the situation out of this Agreement. It is understood, however, that should this time arrive and we can mutually agree upon satisfactory conditions then the agreement can be amended to embody this phase of the situation.

Yours very truly,

Detroit & Cleveland Navigation Company,
(Signed) George B. Wright, *Freight Traffic Manager.*

GBW/M:
Encl.

347 AGREEMENT

This agreement, made and executed this 29th day of March, A. D. 1933, by and between Detroit & Cleveland Navigation Company, a corporation organized and existing under the laws of the

State of Michigan, with principal offices in the City of Detroit, Michigan, hereinafter called the Navigation Company, party of the first part, and T. J. McCarthy, of 17400 Northlawn Avenue, Detroit, Michigan, party of the second part, witnesseth:

That the parties hereto, for and in consideration of the mutual promises hereinafter set forth, do agree to and with each other as follows:

1. Party of the second part agrees that, during the life of this agreement, he will devote his time and best efforts to soliciting shippers and consignees of new and secondhand automobiles (other than tourist automobiles) to ship such automobiles via the steamers of the Navigation Company.

2. The Navigation Company agrees that, in lieu of all other salary or compensation and as full compensation for the services to be performed by the said party of the second part, it will pay to the said party of the second part a commission on each new or secondhand automobile (other than the automobiles described in paragraph three hereof) which he shall, during the life of this agreement, procure to be shipped via the steamers of the Navigation Company, which commission shall be equal to ____ per cent of the freight rate charged by the Navigation Company for the transportation of such automobile, such commission, however, to be in no case less than _____ per automobile. Such commission shall be payable on the sixteenth and first days of each and every month while this agreement remains in effect.

3. It is understood and agreed between the parties hereto that Exhibit "A" hereto attached contains a list of automobile dealers, each of whom did, during the navigation season of 1932, regularly use the steamers of the Navigation Company for transportation of automobiles consigned to them, and it is further understood and agreed between the parties hereto that no commission shall be payable to the said party of the second part on any automobile which may hereafter be consigned to any of the persons listed on said Exhibit "A," whether such shipment be procured by the solicitation of the said party of the second part or otherwise, or on new or secondhand automobiles that the Navigation Company procured by its solicitation without the aid of the party of the second part. It is further understood and agreed that no commission shall be payable on account of the shipment of any tourist automobiles.

348

4. It is mutually understood and agreed that the said party of the second part may engage other solicitors to assist him, but, if he does so, it shall be entirely at his own expense. The Navigation Company shall be under no liability for any expenditure, expenses or liabilities of any nature whatsoever made, incurred or contracted

by the said "McCarthy," the said "McCarthy" to bear and pay all such expenses, expenditures and liabilities himself.

5. It is distinctly understood and agreed that neither the said party of the second part, nor any solicitors or agents whom he may employ, shall pay any part of the commission of party of the second part to any shipper or consignee as an inducement to ship automobiles via the steamers of the Navigation Company, and the said party of the second part does specifically agree, for himself and his solicitors and agents, that neither he nor they will do any act or engage in any practice in connection with the solicitation of shipments which is in any way contrary to law or to the rules and regulations of any governmental board or authority
349 having jurisdiction in the premises. It is further specifically understood and agreed that in violation of the agreements in this paragraph contained shall give the Navigation Company the right forthwith to terminate this agreement.

It is mutually understood and agreed that, unless sooner terminated as hereinabove provided, this agreement shall continue in full force and effect during the Navigation Company's 1933, 1934 and 1935 navigation season and shall terminate at the close of said season.

In witness whereof, the party of the first part has caused this instrument to be executed by an officer thereunto duly authorized, and the party of the second part has set his hand and seal the day and year first above written.

DETROIT & CLEVELAND NAVIGATION COMPANY,
By (Signed) GEORGE B. WRIGHT,
Its Freight Traffic Manager.

In the presence of:

(Signed) T. J. McCARTHY.
(Signed) R. W. McKAY.
(Signed) C. A. MILLER.

350 EXHIBIT NO. IX

Witness: McCARTHY

AGREEMENT BETWEEN DETROIT AND CLEVELAND NAVIGATION COMPANY AND T. J. McCARTHY RE: OPERATION OF STEAMERS "DAVIS" AND "UTICA," DATED AUGUST 3, 1933, ALSO RIDER DATED AUGUST 24, 1933

351 DETROIT, MICHIGAN, *August 3d, 1933.*

Confirming verbal agreement between George B. Wright, Freight Traffic Manager, Detroit and Cleveland Navigation Company, and T. J. McCarthy, regarding the charter of the Great

Lakes Transit Corporation Steamers "J. M. Davis" and "Utica," both George B. Wright and T. J. McCarthy are familiar with the charter agreement between the Detroit and Cleveland Navigation Company and the Great Lakes Transit Corporation.

The purpose of this agreement is to go on record as to the division between the Detroit and Cleveland Navigation Company and T. J. McCarthy of profit or loss in connection with the operation of the chartered steamers. The Detroit and Cleveland Navigation Company is to guarantee to the Great Lakes Transit Corporation the sum of _____ Dollars for the thirty day charter period which is based on approximately _____ Dollars per day. All expenses for the operating of the Steamers "J. M. Davis" and "Utica" are to be paid by the Detroit and Cleveland Navigation Company—such as Cargo Insurance, cargo handling on and off the steamers, tug bills incurred when necessary, also the cost of rental of warehouse located at 39–41 Indiana Street, Buffalo, N. Y., including cost of repairs to elevator, and any other expense due to the operation of these steamers.

The Detroit and Cleveland Navigation Company is to collect all freight charges on automobiles and other freight loaded on the Steamers "J. M. Davis" and "Utica." The profit on the operation of the steamers and the warehouse located at 39–41 Indiana Street, Buffalo, after expenses above enumerated are paid, is to be divided ____ percent to the Detroit and Cleveland Navi-
352 gation Company and ____ percent to the said T. J. McCarthy. If loss is incurred in the operation of the steamers, it is to be borne at the same percentage, ____ percent by the Detroit and Cleveland Navigation Company, ____ percent by the said T. J. McCarthy. The maximum amount of loss to be borne by the said T. J. McCarthy is _____ Dollars for the charter period.

DETROIT AND CLEVELAND NAVIGATION CO.,
By (Signed) GEORGE B. WRIGHT,
Freight Traffic Manager.
(Signed) T. J. MCCARTHY.

RIDER TO AGREEMENT OF AUGUST 3, 1933

DETROIT, MICHIGAN, *August 24, 1933.*

The following addition to agreement of August 3rd between George B. Wright, Freight Traffic Manager, Detroit and Cleveland Navigation Company, and T. J. McCarthy covering charter of Great Lakes Transit Corporation Steamers "J. M. Davis" and "Utica" is a rider to such August 3rd contract and is to govern all transactions under this agreement as tho it were originally incorporated in such agreement.

It is hereby understood Mr. T. J. McCarthy will receive no remuneration for charter automobile shipments other than that outlined in agreement of August 3rd.

(Signed) GEORGE B. WRIGHT.
(Signed) T. J. MCCARTHY.

353 *Exhibit No. 15*

Witness: McCarthy

AGREEMENT BETWEEN DETROIT AND CLEVELAND NAVIGATION COMPANY AND T. J. MCCARTHY, DATED APRIL 17, 1934

354 AGREEMENT

This agreement, made and executed this 17th day of April A. D. 1934, by and between Detroit & Cleveland Navigation Company, a corporation organized and existing under the laws of the State of Michigan, with principal offices in the City of Detroit, Michigan, hereinafter called the Navigation Company, party of the first part, and T. J. McCarthy, of 17400 Northlawn Avenue, Detroit, Michigan, party of the second part, witnesseth:

That the parties hereto, for and in consideration of the mutual promises hereinafter set forth, do agree to and with each other as follows:

1. Party of the second part agrees that, during the life of this agreement, he will devote his whole time and best efforts to soliciting shippers and consignees of new and secondhand automobiles (other than tourist automobiles) to ship such automobiles via the steamers owned or chartered by the Navigation Company.

2. The Navigation Company agrees that, in lieu of all other salary or compensation and as full compensation for the services to be performed by the said party of the second part, it will pay to the said party of the second part a commission on each new or secondhand automobile (other than tourist automobiles) which shall, during the life of this agreement, be shipped via the steamers owned or chartered by the Navigation Company (expressly excluding, however, any such automobiles which may be shipped on steamers of the Navigation Company operated on the Chicago Division), which commission shall be equal to ____ percent of the freight rate charged by the Navigation Company for the transportation of such automobiles, provided that, if and when in any navigation season while this contract remains in effect, the total of the freight rates charged by the Navigation Company on all such automobiles transported by the Navigation Company (ex-

cluding the said Chicago Division), during such season
355 shall equal ..... then, and in that event, the commission of party of the second part shall, during the remainder of such season, be increased to ..... percent. Such commission shall be payable on the 16th and first days of the month.

3. It is mutually understood and agreed that the party of the second part shall at his own cost and expense engage other solicitors to assist him so that the territory normally productive of automobile tonnage will be thoroughly covered by solicitors. It is further understood and agreed that the Navigation Company shall be under no liability for any expenditures, expenses or liabilities of any nature whatsoever made, incurred or contracted by the party of the second part, the said party of the second part to bear and pay all such expenses, expenditures and liabilities himself.

4. It is distinctly understood and agreed that neither the said party of the second part, nor any solicitors or agents whom he may employ, shall pay any part of the commission of party of the second part to any shipper or consignee as an inducement to ship automobiles via the steamers of the Navigation Company, and the said party of the second part does specifically agree, for himself and his solicitors and agents, that neither he nor they will do any act or engage in any practice in connection with the solicitation of shipments which is in any way contrary to law or to the rules and regulations of any governmental board or authority having jurisdiction in the premises. It is further specifically understood and agreed that a violation of the agreements in this paragraph contained shall give the Navigation Company the right forthwith to terminate this agreement.

5. It is mutually understood and agreed that this contract contemplates personal performance by party of the second part and that, if at any time party of the second part shall for any reason whatsoever be unable to or shall refuse or neglect to
356 perform personally the obligations herein imposed upon him, the Navigation Company shall forthwith have the right to terminate this agreement.

6. It is mutually understood and agreed that unless sooner terminated as hereinabove provided, this agreement shall continue in full force and effect during the Navigation Company's 1934, 1935, 1936 and 1937 navigation seasons and shall terminate at the close of the 1937 season.

In witness whereof, the party of the first part has caused this instrument to be executed by an officer thereunto duly authorized,

and the party of the second part has set his hand and seal the day and year first above written.

DETROIT & CLEVELAND NAVIGATION COMPANY,
By (Signed) GEORGE B. WRIGHT,
Its Freight Traffic Manager.
By (Signed) T. J. McCARTHY.

In the presence of:
(Signed) R. W. McKAY.
(Signed) L. W. PATTERSON.

357 *Exhibit No. 16*

Witness: McCarthy

AGREEMENT BETWEEN DETROIT AND CLEVELAND NAVIGATION COMPANY AND T. J. McCARTHY, CANCELLING AGREEMENT OF APRIL 17TH, 1934, DATED FEBRUARY 18, 1937

358 AGREEMENT

This agreement made and entered into this 18th day of February A. D. 1937 by and between Detroit and Cleveland Navigation Company, a corporation organized and existing under the laws of the State of Michigan, with its principal office in the City of Detroit, Michigan, (hereinafter called the Navigation Company), party of the first part, and T. J. McCarthy, of 17400 Northlawn Avenue, Detroit, Michigan, party of the second part, witnesseth:

Whereas, at the request of Second Party, the Navigation Company has this day executed a certain agreement with the T. J. McCarthy Steamship Company, a Michigan corporation of Detroit, Michigan (which said company is controlled by said Second Party) covering the solicitation of Automobile Shipments for the seasons of navigation 1937 to 1942 inclusive, and which agreement is intended to supersede the certain agreement between the parties hereto dated April 17th, 1934, which by terms does not expire until the close of the 1937 season of navigation;

Now, therefore, in consideration of the execution of the first above-mentioned agreement and other valuable considerations, it is agreed:

1. The certain agreement dated April 17, 1934, between Detroit and Cleveland Navigation Company, a Michigan corporation of Detroit, Michigan, party of the first part, and T. J. McCarthy of 17400 Northlawn Avenue, Detroit, Michigan, party of the second part, is hereby cancelled and terminated as of the date hereof.

2. Second Party hereto undertakes and agrees that he will cause said T. J. McCarthy Steamship Company to perform and carry out said contract and that during the period thereof he will devote his whole time and best efforts in the performance thereof by said T. J. McCarthy Steamship Company.

359 In witness whereof, the party of the first part has caused this instrument to be executed by an officer thereunto duly authorized, and the party of the second part has set his hand and seal, the day and year first above written.

DETROIT AND CLEVELAND NAVIGATION COMPANY,
By (Signed) JAS R. COULTER, *Its Vice President.*
(Signed) T. J. McCARTHY (L. S.).

In the presence of:
(Signed) L. W. PATTERSON.

360 *Exhibit No. 11*

Witness McCarthy

AGREEMENT BETWEEN DETROIT AND CLEVELAND NAVIGATION COMPANY AND AUTOMOTIVE TRADES STEAMSHIP COMPANY, DATED NOVEMBER 24, 1936, COVERING OPERATION OF STR. "MORRIS S. TREMAINE" DURING 1936

361 NOVEMBER 24, 1936.

MR. GEORGE B. WRIGHT,
Freight Traffic Manager, D & C Navigation Company,
210 Wayne Street, Detroit, Michigan.

DEAR SIR: Confirming arrangements made last Friday for the handling of automobiles by the D. & C. Navigation Company:

The Automotive Trades Steamship Company is offering for the use of the D. & C. Navigation Company the Steamer "Morris S. Tremaine, for a period up to November 30, 1936, for automobile cargoes on the basis agreed upon _____ of the freight revenue to accrue and to be paid to the Automotive Trades Steamship Company, _____ of the freight revenue to be retained by the D. & C. Navigation Company.

The Automotive Trades Steamship Company will pay all crew hire and vessel operation (not including any handling charges), and Hull and P. & I. insurance. The D. & C. Navigation will carry all cargo insurance on any automobiles carried by the "Tremaine," and the D. & C. Navigation Company agrees to release the Steamer "Tremaine" as to any liability for cargo insurance on any automobiles carried on the Steamer "Tremaine."

In the event the D. & C. Navigation Company cannot supply full cargoes then the Automotive Trades Steamship Company will be permitted to secure other cargo as agreed from the Minnesota-Atlantic Transit Company.

It is also agreed that the usual commissions payable to T. J. McCarthy for the solicitation of automobile business will be paid to T. J. McCarthy on any such D. & C. cargo carried by the Steamer "Morris S. Tremaine."

Very truly yours,

AUTOMOTIVE TRADES STEAMSHIP COMPANY,
(Signed). T. J. McCARTHY, *Its President.*

Accepted:

DETROIT AND CLEVELAND NAVIGATION CO.,
By (Signed) GEORGE B. WRIGHT,
Its Freight Traffic Manager.

362 *Exhibit No. 18*

Witness: McCarthy

AGREEMENT BETWEEN DETROIT AND CLEVELAND NAVIGATION COMPANY AND T. J. McCARTHY STEAMSHIP COMPANY, DATED FEBRUARY 18, 1937

363 AGREEMENT

This agreement made and entered into this 18th day of February A. D. 1937 by and between Detroit and Cleveland Navigation Company, a corporation organized and existing under the laws of the State of Michigan, with its principal office in the City of Detroit, Michigan (hereinafter called the Navigation Company), party of the first part, and T. J. McCarthy Steamship Company, a Michigan corporation of Detroit, Michigan (hereinafter called Agent), party of the second part, witnesseth:

That the parties hereto, for and in consideration of the mutual promises hereinafter set forth do agree to and with each other as follows:

1. The Agent agrees that it will devote its best efforts to soliciting shippers and consignees of new and secondhand automobiles and trucks (other than tourist automobiles) to ship such automobiles and trucks via the steamers owned or chartered by the Navigation Company; that during the life of this agreement it covenants and agrees to maintain in its employ and require him to devote his whole time and best efforts to soliciting shippers and consignees as aforesaid, T. J. McCarthy, of 17400 Northlawn Avenue, Detroit, Michigan.

2. The Navigation Company agrees in lieu of all payments, compensation or charges and as full compensation for the services performed by the said Agent, its personnel, employees, and representatives, the Navigation Company will pay to said Agent a commission on each new or secondhand automobile and truck (other than tourist automobiles) which, shall, during the life of this agreement, be shipped via the steamers owned or chartered by the Navigation Company (expressly excluding, however, any such automobiles as may be shipped on steamers of the Navigation Company operated on the Chicago Division) and for which the lake freight on such shipments is actually received by the Navigation Company, a commission equal to ____ percent _____ of the amount of lake freight charged and collected by the
364 Navigation Company for the transportation of such automobiles, provided that if and when in any navigation season while this contract remains in effect the total lake freight rates charged and collected by the Navigation Company on all such automobiles transported by the Navigation Company (excluding the Chicago Division) during such season shall equal _____ _____ then and in that event the commission of the Agent on lake freight collected on account of such shipments made during the remainder of such season shall be increased to ____ percent _____. Such commission shall be payable on the sixteenth and first days of each month on the amount of lake freight collected during the preceding [illegible] days on account of such shipments.

3. It is mutually understood and agreed that the Agent shall at its own cost and expense engage and employ the said T. J. McCarthy on the basis of his devoting his whole time and best efforts to soliciting shippers and consignees as aforesaid, and shall likewise engage other solicitors to assist said McCarthy so that the territory normally productive of automobile tonnage will be thoroughly covered by solicitors. It is further understood and agreed that the Navigation Company shall be under no liability for any expenditures, expenses or liabilities of any kind or nature whatsoever made, incurred or contracted by the Agent or its employees or representatives, the said Agent bearing and paying all such expenses, expenditures and liabilities itself.

4. It is distinctly understood and agreed that neither the said Agent nor any of its officers, employees, solicitors or agents whom it may employ shall pay any part of the commission of the Agent to any shipper or consignee as an inducement to ship automobiles via the steamers of the Navigation Company, and the said Agent does specifically agree, for itself and its employees, repre-
365 sentatives, solicitors, and agents, that neither it nor they will do any act or engage in any practice in connection with the

solicitation of shipments which is in anyway contrary to law or to the rules and regulations of any governmental board or authority having jurisdiction in the premises. It is further specifically understood and agreed that a violation of the agreements in this paragraph contained shall give the Navigation Company the right forthwith to terminate this agreement.

5. It is mutually understood and agreed that this contract contemplates, and the same is of the essence thereof, that the said Agent will have and continue in its employ, and at all times devoting his whole time and best efforts in the performance of this contract, the said T. J. McCarthy, and that in the event of the death, incapacity or failure to act of said T. J. McCarthy, or if at any time said T. J. McCarthy does not continue in the employ of said Agent or shall be unable to or shall refuse or neglect to perform personally the services herein contracted by said Agent to be personally performed by said T. J. McCarthy, the Navigation Company shall forthwith have the right to terminate this agreement.

6. It is mutually understood and agreed that this agreement shall continue in full force and effect during the Navigation Company's 1937, 1938, 1939, 1940, 1941, and 1942 navigation seasons, and shall terminate at the close of the 1942 season.

In witness whereof the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized, and their corporate seals to be hereto affixed.

DETROIT AND CLEVELAND NAVIGATION COMPANY.

By (Signed) JAS. R. COULTER, *Its Vice President.*

T. J. McCARTHY STEAMSHIP COMPANY.

By (Signed) T. J. McCARTHY, *Its President.*

Signed, sealed and delivered in presence of:

(Signed) L. W. PATTERSON.

366 *Exhibit No. 19*

Witness: McCarthy

CONTRACT BETWEEN T. J. McCARTHY STEAMSHIP COMPANY AND T. J. McCARTHY, INDIVIDUAL, DATED APRIL 7, 1937

367 Contract Between T. J. McCarthy Steamship Company and T. J. McCarthy, Individual

T. J. McCarthy, Individual, has had for the past four years, a personal contract with the Detroit and Cleveland Navigation Company, for the solicitation of automobiles, trucks, etc., for which definite and specified commissions were paid to him by the Detroit and Cleveland Navigation Company.

It was deemed advisable this year, and a new contract was entered into for six (6) years, between Detroit and Cleveland Navigation Company and the T. J. McCarthy Steamship Company for the solicitation of such accounts, payment of commissions, etc., to be made to the T. J. McCarthy Steamship Company. The reason for this change in the contract was at the suggestion of T. J. McCarthy, Individual, who preferred to have the contract, as far as his part of it was concerned, with the T. J. McCarthy Steamship Company. The T. J. McCarthy Steamship Company now agrees to turn over to T. J. McCarthy, Individual, the same consideration in the way of commissions and all remunerations from the commission contract of the T. J. McCarthy Steamship Company with the Detroit and Cleveland Navigation Company. The sense of this agreement is that whereas last year, T. J. McCarthy had a contract, personally, with the Detroit and Cleveland Navigation Company, this year it is made out to the T. J. McCarthy Steamship Company for what is considered good and valuable reasons, at the request of T. J. McCarthy. The T. J. McCarthy Steamship Company now and hereby agrees to pay to T. J. McCarthy, Individual, all commissions on the Detroit and Cleveland Navigation Company commission contract. This in no way affects the charter of the Steamer "George W. Mead" which is payable to the T. J. McCarthy Steamship Company."

T. J. McCARTHY STEAMSHIP COMPANY,
By (Signed) T. J. McCARTHY, *Its President.*
T. J. McCARTHY, INDIVIDUAL.
(Signed) T. J. McCARTHY.

DETROIT, MICHIGAN, *April 7, 1937.*

368 *Exhibit No. 20*

Witness: McCarthy

AGREEMENT BETWEEN DETROIT AND CLEVELAND NAVIGATION COMPANY AND AUTOMOTIVE TRADES STEAMSHIP COMPANY, RE: CHARTER OF STEAMER "GEORGE H. INGALLS," SEASON OF 1941

369 DETROIT, MICHIGAN, *March 8, 1941.*

Re: Charter of Steamer "George H. Ingalls"

Mr. BERNARD M. GORDON,
Assistant to the President,
Detroit and Cleveland Navigation Company,
Detroit, Michigan.

DEAR SIR: This will confirm conference in our office on March 6, 1941. The basis and terms of our discussion for chartering the

Steamer "George H. Ingalls" was an amount of ————, for the season of navigation of 1941, payments to be made in advance, in eight equal monthly payments, starting with the opening of navigation, or not later than April 15, 1941.

It is mutually understood and agreed that the Steamer "George H. Ingalls" will take her regular turn at the docks for loading and unloading. It is further agreed that the charter hire for the season of navigation of 1941, ———— Dollars is based upon the transportation by that vessel, during 1941, of thirty thousand (30,000) automobiles, and that you will pay, as additional charter hire, eighty three and one-third (83⅓) cents per automobile for each automobile transported in excess of thirty thousand. It is further agreed that this company will refund to you out of the charter hire of ———— Dollars, the like sum of eighty three and one-third (83⅓) cents for each automobile under thirty thousand (30,000) transported during 1941 on the Steamer George H. Ingalls, to the extent of a deficiency of six thousand (6,000) cars. Or, in other words, the minimum net charter hire for 1941 shall in no event be less than ———— Dollars. Settlement for the excess automobiles transported, or deficiency not transported, is to be made not later than December 31, 1941. All conditions
of the charter by you of the Steamer "George H. Ingalls"
270 for the season of navigation of 1941 shall be the same as the terms and conditions of agreement and charter for that vessel for the season of 1940, dated the 20th day of March, 1940, with the exception of the charter hire to be paid.

Your acceptance of this letter at the place noted below will constitute the agreement as between the companies for the season of 1941.

Very truly yours,

AUTOMOTIVE TRADES STEAMSHIP COMPANY,
By (Signed) T. J. McCARTHY, *President.*

Accepted:

DETROIT AND CLEVELAND NAVIGATION COMPANY,
By (Signed) JAMES T. MACMILLAN, *President.*

371 COPY OF INVOICE RECEIVED FROM DETROIT AND CLEVELAND NAVIGATION COMPANY FEBRUARY 5, 1942

DETROIT AND CLEVELAND NAVIGATION COMPANY:
Detroit, Michigan, December 31, 1941.

AUTOMOTIVE TRADES STEAMSHIP COMPANY,
Detroit, Michigan.

(Attention: T. J. McCarthy, President.)

Description	*Amount*
Adjustment of charter fee for Steamer "George H. Ingalls" for the season of 1941. Based on 761 automobiles at $0.83½ each in accordance with the terms of the contract dated March 8, 1931	634.17
Number of automobiles to be transported as specified in contract	30,000
Actual number of automobiles transported	29,239
Difference	761

372 *Exhibit No. 21*

Witness: McCarthy

AGREEMENT DATED FEBRUARY 4, 1942, BETWEEN DETROIT AND CLEVELAND NAVIGATION COMPANY AND AUTOMOTIVE TRADES STEAMSHIP COMPANY

Re: Cancelling Agreement dated February 18, 1937 covering Charter of Steamer "T. J. McCarthy" Ex "Morris S. Tremaine"

373 FEBRUARY 4 1942.

JAMES THAYER MCMILLAN, *President*,
Detroit and Cleveland Navigation Company,
210 Wayne Street, Detroit, Michigan.

DEAR SIR: As per our conversation of yesterday, we have acceeded to your suggestion, and are enclosing herewith the agreement which you have prepared, being the cancellation of the charter on the Steamer "T. J. McCarthy," ex "Morris S. Tremaine."

We are handing you herewith two copies properly executed with our signatures. We would ask that you execute and return one copy to us, via the bearer.

Very truly yours,

AUTOMOTIVE TRADES STEAMSHIP COMPANY,
(Signed) T. J. MCCARTHY, *President*.

B.

374 AGREEMENT

This agreement made and entered into this 4th day of February, A. D. 1942 by and between Automotive Trades Steamship Company, a corporation organized under the laws of the State of Delaware, with its principal office in the City of Detroit, State of Michigan (hereinafter called the Owner), sole owner of the Steamer "T. J. McCarthy," nee "Morris S. Tremaine," and Detroit and Cleveland Navigation Company, a corporation organized and existing under the laws of the State of Michigan, with its principal office in the City of Detroit, State of Michigan (hereinafter called Navigation Company) witnesseth:

Whereas, under date of February 18, 1937, a certain agreement of charter was entered into by and between the Owner and the Navigation Company, covering the Steamer "Morris S. Tremaine," now known as the "T. J. McCarthy," wherein the Owner did charter and let into the Navigation Company (referred to in said charter as the Charterer) the said Steamer "Morris S. Tremaine" for the Lake season of navigation of 1937 in accordance with the terms and provisions set forth in said charter; and

Whereas, it was provided in said charter that the Navigation Company should have the right and option to renew and extend said charter on the same terms and conditions as in said charter contained, from season to season for the seasons of navigation of 1938, 1939, 1940, 1941, and 1942, which said option was exercised by the Navigation Company for each of the said seasons of 1938, 1939, 1940, 1941, and was exercised by the Navigation Company for the season of 1942 by letter of the Navigation Company dated December 23, 1941 to the Owner; and

Whereas, it is the mutual desire of said Automotive Trades Steamship Company and of said Detroit and Cleveland
375 Navigation Company to cancel the said charter covering the Steamer "T. J. McCarthy," nee "Morris S. Tremaine," as of the close of the 1941 navigation season and to release each other from any and all expenses and liabilities thereunder of and from the close of the navigation season of 1941;

Now, therefore, in consideration of the premises and of the sum of One Dollar ($1.00), and other valuable considerations paid by the parties hereto each to the other, the receipt whereof is hereby confessed and acknowledged and wherewith each of the parties hereto is fully satisfied, it is mutually agreed that the option heretofore exercised by Detroit and Cleveland Navigation Company under said charter covering the navigation season of 1942 be and the same hereby is withdrawn and cancelled and held for nought and that the said charter of the Steamer "T. J. McCarthy," nee "Morris S. Tremaine," be and the same is hereby cancelled and

held for nought as of the conclusion of the navigation season of 1941, and that the parties to said charter be and same hereby are released each to the other of and from any and all obligations and liabilities under said option heretofore exercised by the Navigation Company and under said charter of and from the conclusion of the navigation season of 1941.

In witness whereof the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed this 4th day of February A. D. 1942.

DETROIT AND CLEVELAND NAVIGATION COMPANY,
(Signed) JAMES T. McMILLAN, *By its President.*

AUTOMOTIVE TRADES STEAMSHIP COMPANY,
(Signed) T. J. McCARTHY, *By its President.*

Signed, Sealed, and Delivered in the Presence of

MABEL P. NAVARRE.
M. ANGELENE BENSON.

376 ~~*Exhibit 22*~~

Witness McCarthy

AGREEMENT DATED FEBRUARY 4, 1942 BETWEEN DETROIT AND CLEVELAND NAVIGATION COMPANY AND T. J. McCARTHY STEAMSHIP COMPANY

Re: Cancelling solicitation agreement and Charter of Steamer "George W. Mead" dated February 18, 1937

377 FEBRUARY 4, 1942.

JAMES THAYER McMILLAN, *President,*
Detroit and Cleveland Navigation Company,
210 Wayne Street, Detroit, Michigan.

DEAR SIR: As per our conversation of yesterday, we have acceded to your suggestion, and are enclosing herewith the agreements which you have prepared, being the cancellation of contract with the T. J. McCarthy Steamship Company for the solicitation of automobiles; also cancellation of the charter on the Steamer "George W. Mead."

We are handing you herewith, two copies properly executed with our signatures. We would ask that you execute and return one copy to us, via the bearer.

Very truly yours,

T. J. McCARTHY STEAMSHIP COMPANY,
(Signed) T. J. McCARTHY, *President.*

378 AGREEMENT

This agreement made and entered into this ____ day of February A. D. 1942, by and between T. J. McCarthy Steamship Company, a corporation organized and existing under the laws of the State of Michigan, with its principal office in the City of Detroit, State of Michigan (hereinafter called the Owner), sole owner of the Steamer "George W. Mead" and Detroit and Cleveland Navigation Company, a corporation organized and existing under the laws of the State of Michigan, with its principal office in the City of Detroit, State of Michigan (hereinafter called the Navigation Company); witnesseth:

Whereas, under date of February 18, 1937, certain agreement of charter was entered into by and between the Owner and the Navigation Company covering the Steamer "George W. Mead" wherein the Owner did charter and let unto the Navigation Company (referred to in said charter as the Charterer) the said Steamer "George W. Mead" for the Lake season of navigation of 1937 in accordance with the terms and provisions set forth in said charter; and

Whereas, it was provided in said charter that the Navigation Company should have the right and option to renew and extend said charter on the same terms and conditions as in said charter contained, from season to season for the seasons of navigation of 1938, 1939, 1940, 1941, and 1942, which said option was exercised by the Navigation Company for each of said seasons of 1938, 1939, 1940, 1941, and was exercised by the Navigation Company for the season of 1942 by letter of the Navigation Company dated December 23, 1941 to the Owner; and

Whereas, under said date of February 18, 1937 a certain agreement was entered into by and between Detroit and Cleveland Navi-

gation Company (referred to therein as the Navigation

379 Company) and T. J. McCarthy Steamship Company (referred to therein as Agent) under the terms of which said agreement the Agent agreed to devote its best efforts to soliciting shippers and consignees of new and second-hand automobiles and trucks (other than tourist automobiles), to ship such automobiles and trucks via the steamers owned or chartered by the Navigation Company, and to maintain in its employ and require T. J. McCarthy to devote his whole time and best efforts to such solicitation, all in accordance with the terms and conditions of said agreement, during the navigation seasons of 1937, 1938, 1939, 1940, 1941, and 1942 and to terminate with the close of 1942 season; and

Whereas, it is the mutual desire of said T. J. McCarthy Steamship Company and of said Detroit and Cleveland Navigation

Company to cancel the said charter covering the Steamer "George W. Mead" as of the close of the 1941 navigation season and to cancel the said solicitation agreement of February 18, 1937 as of the close of the navigation season of 1941, and to release each other from any and all obligations and liabilities thereunder of and from the close of the navigation season of 1941;

Now, therefore, in consideration of the premises and of the sum of One Dollar ($1.00) and other valuable considerations paid by the parties hereto each to the other, the receipt whereof is hereby confessed and acknowledged and wherewith each of the parties hereto is fully satisfied, it is mutually agreed that the option heretofore exercised by Detroit and Cleveland Navigation Company under said charter covering the navigation season of 1942 be and the same hereby is withdrawn and cancelled and held for nought, and that the said charter of the Steamer "George W. Mead" be and the same hereby is cancelled and held for nought as of the conclusion of the navigation season of 1941, and that the said solicitation agreement of February 18, 1937, be and the same hereby is cancelled and held for nought as of the end of the navigation season of 1941, and that the parties to said charter and to said solicitation agreement be and the same hereby are re-
389 leased each to the other of and from any and all obligations and liabilities under said option heretofore exercised by the Navigation Company and under said charter and under said solicitation agreement of and from the conclusion of the navigation season of 1941.

In witness whereof the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed this _____ day of February A. D. 1942.

DETROIT AND CLEVELAND NAVIGATION COMPANY.
(Signed) JAMES T. MCMILLAN, *By its President.*

T. J. MCCARTHY STEAMSHIP COMPANY.
(Signed) T. J. MCCARTHY, *By its President.*

Signed, Sealed and Delivered in the Presence of:
(Signed) MABEL P. NAVARRE.
(Signed) M. ANGELENE BENSON.

380-A *Exhibit No. 23*

Witness: McCarthy

CONFIRMING DISCUSSIONS WITH MR. C. L. PERKINS, GENERAL MANAGER OF DETROIT & CLEVELAND NAVIGATION CO.

Re: Loan from the Detroit and Cleveland Navigation Company giving back preferred marine mortgage for sufficient funds to convert the Bulk Freighter "George H. Ingalls" into an Automobile Carrier

Oct. 10, 1937.

381 In line with the writer's recent conversations with Mr. C. L. Perkins, and his conversation of Saturday, October 9, 1937, with Mr. J. T. McMillan, in order to bring the subject matter to a definite proposal in writing for further discussion: It is proposed that the Automotive Trades Steamship Company offer to the Detroit & Cleveland Navigation Company a proposal of a loan from the Detroit & Cleveland Navigation Company, not to exceed seventy thousand ($70,000.00) dollars, thirty-five thousand five hundred ($35,500.00) dollars of which amount represents the balance of the mortgage given to the Eastern Grain Elevator Corporation by the Automotive Trades Steamship Company on the "George H. Ingalls," and the balance, thirty-four thousand five hundred ($34,500.00) dollars representing the estimated cost of the conversion of the Steamer "George H. Ingalls" into an automobile carrier.

While our discussions on the Steamer "George H. Ingalls" have been on the basis of a balance of $33,500.00 (the balance due on the mortgage as to the end of the season) the exact amount, after our payment of October 15, 1937, would be $35,500.00, and we should have some date basis for completing our negotiations on the above figures, which, of course, can be substantiated and put into our later agreement.

It is intended that the Automotive Trades Steamship Company will use the $35,500 of the $70,000 proposed advance by the Detroit & Cleveland Navigation Company to pay off the balance of the mortgage as of October 15, 1937 and will use the balance of the money to make the conversion as suggested above. The Automotive Trades Steamship Company will then give to the Detroit & Cleveland Navigation Company, a mortgage for such moneys advanced, which it is proposed will be paid back over a period of two years. The Automotive Trades Steamship Company has some funds available with which we could insure the completion

382 of the work of conversion if the amount exceeded the $70,000 advanced.

It is Mr. McMillan's idea that this loan should be cleaned up in two years. The advance could be made against a two-year charter from the Detroit & Cleveland Navigation Company on a basis of twenty-seven thousand five hundred ($27,500) dollars per year, which is the same amount that the Detroit & Cleveland Navigation Company is now paying the Automotive Trades Steamship Company for the Steamer "Morris S. Tremaine."

It is further proposed to cancel that part of the agreement between the Detroit & Cleveland Navigation Company and the Automotive Trades Steamship Company, as it relates to the yearly charter of the Steamer "Morris S. Tremaine," and which is to be chartered to the Detroit & Cleveland Navigation Company on a month-to-month basis at a figure to be arrived at later.

It is felt it will be absolutely necessary that we have another automobile carrier for the balance of this year, and I am urging prompt action in this matter so that we can immediately make arrangements to convert "George H. Ingalls" into an automobile carrier, with an estimate that the "Ingalls" should be ready, as an automobile carrier, the early part of November. The present charter with the Detroit & Cleveland Navigation Company is to be in force and effect until the "Ingalls" is made available for carrying automobiles. The "Ingalls" is an absolute sister ship of the "Tremaine," and was dry-docked in February of 1937. A new tailshaft, stern tube, stern tube bearing, and new hub were installed, and it is stated that she will carry as many cars as the "Tremaine," which is approximately 400 automobiles per load.

The "Ingalls" is at the present time under a two-year charter to the Cleveland-Cliffs Iron Company, who only last week brought the vessel in on account of some cancellation of ore-carrying contracts, and she is now at the Great Lakes Engineering Works, Ecorse, Michigan, available, after the necessary
383 notices have been sent to the Cleveland-Cliffs Iron Company, to commence immediately the conversion into an automobile carrier. The terms of the two-year charter with the Cleveland-Cliffs Iron Company provide that at the option of the Automotive Trades Steamship Company, at the end of the present season, 1937, if the Automotive Trades Steamship Company elects to convert the "Ingalls" into an automobile carrier, the charter with the Cleveland-Cliffs Iron Company is, of course, cancelled.

Proposal No. 2. While we have had some discussion in connection with the Detroit & Cleveland Navigation Company making an outright purchase of the Steamer "George W. Mead," there was a difference of opinion as to the purchase price to be paid. The

writer feels that the offer of the "Mead" at the price of one hundred fifty thousand ($150,000) dollars can be justified from both the basis of earnings, and the present day value of a vessel of this size and type of the "George W. Mead," and also considering the fact that she is under a five year optional charter with the Detroit & Cleveland Navigation Company on the basis of $20,000 per year. Mr. McMillan's idea was that the Detroit & Cleveland Navigation Company did not have the funds available at this time to purchase the vessel without affecting the reserve of the Detroit & Cleveland Navigation Company to a point where Mr. McMillan did not feel he would want to go.

There will be unpaid, after the October 15, 1937, payment, on the Steamer "George W. Mead," a balance of forty-eight thousand, four hundred eighty-five ($48,485) dollars on her mortgage. With the further payment of $4,545 between now and the end of the season, this would bring the figure down to $45,000 which I mentioned would be owing to the Consolidated Water Power & Paper Company at the end of the season. The details of the principal payments of the mortgage for the balance of this year are as follows:

384 $1,515.00, October 31, 1937.
$1,515.00, November 15, 1937.
$1,515.00, November 30, 1937;
and no further payments until May 15, 1938.

The schedule of mortgage payments after May 15, 1938, is as follows:

For the months of May, through November 1938, 14 semimonthly payments in the amount of $1,620 are to be made on the 15th and end of each month totaling $22,600, which includes interest.

For the months of May, through November 1939, 14 semimonthly payments in the amount of $1,900 each are to be made on the 15th and end of each month, totaling $26,600, which includes interest.

The writer will guarantee that the mortgagee, Consolidated Water Power & Paper Company, will agree to an assignment of the balance unpaid on the mortgage to the Detroit & Cleveland Navigation Company. On the basis of a sale price of $150,000 this would leave a balance due to the T. J. McCarthy Steamship Company of $105,000, of which amount arrangements can be made for a possible cash payment of $70,000 immediately, which $70,000 would be used by the Automotive Trades Steamship Company to carry out the plan on the "Ingalls" discussed earlier in this proposal.

If, however, the payment of the $70,000 might be considered by the Detroit & Cleveland Navigation Company as affecting their present surplus, then I feel that certainly the amount of thirty-

five to forty thousand dollars should be forthcoming immediately, which amount would be used for the conversion cost, the Automotive Trades Steamship Company still continuing with the present mortgage on the "Ingalls." Under this plan, the Detroit & Cleveland Navigation Company would be obligated to an approximate $25,000 per year payments on the "Mead," to the Consolidated Water Power & Paper Company; and, after the down payment of $35,000 to the T. J. McCarthy Steamship Company (which will be used to convert the "Ingalls") deducting this from the $105,000 due the McCarthy Steamship Company, the
385 balance of $70,000 would be paid over a period of 1938 and 1939.

While it is felt by the Detroit & Cleveland Navigation Company that the price of $150,000 is too high for the "Mead," and the writer feels that the price is justified, as stated before on the basis of earnings and present value, as a compromise on the sale price of the "Mead," we would be willing to offer the "Mead" on the corrected basis of $140,000, and the adjustment of the difference in the sale price as originally set up, and $140,000 can be worked out. At this time, it would be for the protection of the T. J. McCarthy Steamship Company on the unpaid balance of the mortgage considering that the Consolidated Water Power & Paper Company will have the First Preferred Marine Mortgage, that the Detroit & Cleveland Navigation Company should give to the T. J. McCarthy Steamship Company, a Second Mortgage for the amount of the sale not paid.

It will also be necessary, and the T. J. McCarthy Steamship Company will arrange, to obtain the consent of the Shipping Board of the transfer of the vessel to the Detroit & Cleveland Navigation Company.

It is the honest and sincere opinion of the writer that the earnings of the Str. "George W. Mead" should pay for itself over a period of not to exceed two years. Your figures of actual cost and earnings will substantiate the fact that this boat can pay for itself in two years. And, with the arrangements being made for the carrying of the present mortgage to Consolidated Water Power & Paper company over a period of two years, together with the writer's arrangements for the payment of the balance, the earnings of the "Mead" should enable her to per her own use within the time stated.

The fact has also been discussed that the carrying capacity of the "Mead" with a very slight expense, can be increased to
386 approximately 300 cars; her present carrying capacity being around 260 cars.

The acceptance of either of these plans will be agreeable to the writer.

(Signed) T. J. McCarthy.

SUPPLEMENT TO OCTOBER 19, 1937, PROPOSAL

It is suggested that if the Detroit & Cleveland Navigation Company advance the $35,000.00 with which to convert the steamer "George H. Ingalls" into an automobile carrier, and the Automotive Trades Steamship Company accepts such a proposal and forego its present opportunity to sell the ship as a bulk carrier, that the Detroit & Cleveland Navigation Company shall enter into an unconditional charter of the steamer "Ingalls" for the remainder of this season and for the season of 1938 and pay as net charter hire for the vessel a sum sufficient to pay the $35,000.00 loan. It would be understood that if such a charter was entered into that the Detroit & Cleveland Navigation Company would not in any way be obligated to charter the steamer "Tremaine" for the season of 1938. The general terms and provisions of the charter will be similar to the terms and provisions of the charters now in force on the "Mead" and "Tremaine," except that there will be no provision that charter hire not be paid in the event of a strike in the automotive industry.

The steamer "Tremaine" could be operated, if needed, on a month to month basis during the season of 1938 and it is suggested that the terms and conditions under which she would be operated be covered by agreement made at the same time as the agreement or agreements relative to the payments.

(Signed) T. J. McCarthy.

387

Exhibit No. 24

Witness: Hoffman

Statement showing number automobiles transported on the steamer "George W. Mead," owned by the T. J. McCarthy Steamship Company, and the steamers "T. J. McCarthy" and "George H. Ingalls," owned by the Automotive Trades Steamship Company

STEAMER "GEORGE W. MEAD"

Year	Detroit to Buffalo	Detroit to Cleveland	Cleveland and Buffalo to Detroit	Cleveland to Buffalo	Buffalo to Cleveland	Totals
1935	9,163	2,392	See Note A	See Note A	980	12,535. See Note B.
1936	13,516	6,315	do	do	See Note A	19,831. See Note B.
1937	13,921	10,592	do	do	do	24,513. See Note B.
1938	8,368	1,132	do	do	do	9,500. See Note B.
1939	12,142	7,626	do	do	do	19,768. See Note B.
1940	14,853	4,025	47	241	1,792	20,958.
1941	13,552	9,107	106	234	1,032	24,031.

STEAMER T. J. McCARTHY

1936	928					928.
1937	35,335	2,997	See Note A	See Note A	See Note A	38,332. See Note B.
1938	7,053	749	do	do	do	7,802. See Note B.
1939	20,102	4,277	do	do	do	24,379. See Note B.
1940	25,771	6,991	19	2,2	1,550	32,579.
1941	28,717	2,813	71	0	922	32,223.

STEAMER "GEORGE H. INGALLS"

1940	20,674	1,350	07	53	1,620	24,204.
1941	27,723	974	03		539	29,239.

Note A—Figures not available in our office.
Note B—Total not complete inasmuch as figures referred to in note A not available in our office.

388

Exhibit No. 25

Witness: Hoffman

Statement showing total number automobiles transported under arrangement between the T. J. McCarthy Steamship Company and the Detroit and Cleveland Navigation Company and percentage carried on vessels owned by Automotive Trades Steamship Company and T. J. McCarthy Steamship Company as a comparison to number carried on vessels owned by Detroit and Cleveland Navigation Company

Year	Total automobiles transported by Detroit & Cleveland Navigation Company (exclusive of tourist cars)	Number automobiles transported on vessels owned by Automotive Trades Steamship Company and T. J. McCarthy Steamship Company	Number automobiles transported on vessels owned by Detroit & Cleveland Navigation Company	Percentage of automobiles transported on vessels owned by Automotive Trades Steamship Company and T. J. McCarthy Steamship Company	Percentage of automobiles transported on vessels owned by Detroit & Cleveland Navigation Company
				Percent	*Percent*
1937	86,671	52,545	34,126	60.62	39.38
1938	40,282	17,302	22,980	42.95	57.05
1939	69,021	44,147	24,874	63.96	36.04
1940	104,804	77,741	27,123	74.13	25.87
1941	120,203	85,493	34,710	71.12	28.88

389

Exhibit No. 26

Witness: Hoffman

Statement showing number of automobiles on hand at Detroit, 7:00 a. m. daily, seasons of 1940-1941

Date	Number at Shelby St.	Number at Iron St.	Total
1940			
April			
6	61		61
7	4		4
8	4		4
9	204		204
10	29		29
11	17		17
12	55		55
13	4		4
14	32		32
15	32		32
16	10		10
17	4		4
18	125		125
19	13		13
20	0		0
21	6		6
22	0		0
23	9		9
24	375		375
25	581		581
26	330	469	799
27	459	773	1,232
28	314	537	851
29	79	273	352
30	197		197
May			
1	285	217	502
2	196	610	806
3	164	636	800
4	536	209	745
5	492		492
6	97		97
7	66		66
8	315		315
9	465	40	505
10	394	580	974
11	474	328	802
12	390		390
13	0		0
14	123		123
15	294		294
16	493		493
17	124	497	621
18	436	458	894
19	195	458	652
20	27		27
21	38		38
22	398		398
23	336	249	585
24	75	202	277
25	493		493
26	63		63
27	8		8
28	290		290
29	203		203
30	16		16
31	0		0
June			
1	19		19
2	0		0
3	0		0
4	109		109

Date	Number at Shelby St.	Number at Iron St.	Total
1940			
June			
5	70		70
6	292		292
7	255		255
8	303	238	541
9	110		110
10			0
11	168		168
12	88		88
13	157	210	367
14	373	455	828
15	146	785	931
16	62	281	343
17	7	281	288
18	191		191
19	414		414
20	552		552
21	225	337	562
22	204	693	897
23	48		48
24	0		0
25	112		112
26	321		321
27	161		161
28	543	405	948
29	198	814	1,012
30	335	387	722
July			
1	286	387	673
2	234	91	325
3	464	210	674
4	354	405	759
5	91		91
6	168		168
7	1		1
8	1		1
9	136		136
10	324		324
11	270	159	429
12	201	260	461
13	275	321	596
14	0		0
15	0		0
16	146		146
17	30		30
18	15		15
19	136		136
20	15		15
21	16		16
22	0		0
23	22		22
24	63		63
25	42		42
26	13		13
27	113		113
28	0		0
29			0
30	19		19
31	129		129
Aug.			
1	19		19
2	11		11
3	134		134
4	0		0

Statement showing number of automobiles on hand at Detroit, 7:00 a. m. daily, seasons of 1940–1943—Continued

Date	Number at Shelby St.	Number at Iron St.	Total
1940			
Aug.			
5	0		6
6	119		119
7	36		35
8	10		10
9	136		136
10	64		64
11	0		0
12			0
13			0
14	1		1
15	120		124
16	12		12
17	35		35
18	101	41	142
19	101	46	147
20	33		33
21	28		28
22	165		165
23	10		10
24	19		19
25	61		61
26	21		21
27	21		21
28	33		33
29	431		431
30	363	179	542
31	253	272	525
Sept.			
1	282	236	518
2	82	297	379
3	33	297	329
4	82	216	298
5	185	376	561
6	288		288
7	454		454
8	673		673

Date	Number at Shelby St.	Number at Iron St.	Total
1940			
Sep.			
9	6		8
10	44		44
11	102		102
12	94		94
13	138		138
14	96		96
15	74		74
16			0
17	102		102
18	145		145
19	377		377
20	524		524
21	390		390
22	235		235
23	0		0
24	217		217
25	319		319
26	162		162
27	139		139
28	208	245	453
29	275		275
30	0		0
Oct.			
1	300		300
2	96	387	483
3	340	779	1,119
4	350	703	1,123
5	753	781	1,534
6	880	244	1,124
7	587	244	831
8	527	368	895
9	240	641	881
10	455	673	1,128
11	558	828	1,386
12	949	883	1,832
13	816	501	1,317

Date	Number at Shelby St.	Number at Iron St.	Number at Adair St.	Total
1940				
Oct.				
14	515	287		802
15	565	289		854
16	252	682		934
17	610	593		1,203
18	654	684		1,338
19	804	784		1,588
20	468	389		857
21	196	251		447
22	428	460		888
23	452	439		891
24	520	457		977
25	445	456		901
26	680	578		1,258
27	485	404		709
28	240	262		502
29	411			411
30	195	332		527
31	313	362		675

Date	Number at Shelby St.	Number at Iron St.	Number at Adair St.	Total
1940				
Nov.				
1	496	612		1,108
2	587	586		1,173
3	398	197		595
4	192			192
5	489	250		739
6	263	264		527
7	546	237		783
8	492	544		1,036
9	697	521		1,218
10	269	414		683
11	276	414		690
12	572	71		643
13	231	691		922
14	709	706		1,415
15	948	806	186	1,940
16	1,005	255	420	1,680
17	822	674		1,495
18	575	674		1,249

Statement showing number of automobiles on hand at Detroit, 7:00 a. m. daily, seasons of 1940–1941—Continued

Date	Number at Shelby St.	Number at Iron St.	Number at Adair St.	Total	Date	Number at Shelby St.	Number at Iron St.	Number at Adair St.	Total
1940					1940				
Nov.					*Nov.*				
19	991	506		1,497	25	22	236		[illegible]
20	659	824		1,483	26	393	417		810
21	1,139	858		1,997	27	618	119		737
22	678	456		1,133	28	557	345		902
23	661	762		1,423	29	781	548		1,329
24	646	392		1,038	30	749	717		1,466

Date	Number at Shelby St.	Number at Iron St.	Total	Date	Number at Shelby St.	Number at Iron St.	Total
1940				1940			
Dec.				*Dec.*			
394 1	401	326	727	6	395		395
2	151	191	342	7	468		468
3	508		508	8	473		473
4	570		570	9	245		245
5	515		515	10			

Statement showing number of automobiles on hand at Detroit, 7:00 a. m. daily, season of 1941

Date	Number on hand at Shelby St.	Number on hand at Iron St.	Number on hand at Clark St.	Total	Date	Number on hand at Shelby St.	Number on hand at Iron St.	Number on hand at Clark St.	Total
1941					1941				
April					*May*				
1	7			7	1	101	527		628
2	40			40	2	851	555		1,406
3	0			0	3	838	703		1,541
4	82			82	4				982
5	32			32	5		308		308
6	37			37	6	279	196		475
7	31			31	7	172	642		814
8	212			212	8	573	481		1,054
9	230			230	9	493	280	210	983
10	217			217	10	495	713	245	1,453
11	257			257	11				1,320
12	5			5	396 12	16	297		313
13	5			5	13	215	731		946
14	108			108	14	208	354		562
15	246			246	15	414	635		1,049
16	823			823	16	666	491		1,157
17	758			758	17	278	713		991
18	534	810		1,345	18				878
19	214	830		1,044	19				0
20	214	830		1,044	20	341			341
21	62	206		268	21	266	381		647
22	323	447		970	22	639	692		1,331
23	455	739		1,194	23	557	689	323	1,569
24	587	711		1,298	24	482	490	637	1,609
25	700	857	197	1,754	25				741
26	696	196	709	1,601	26			238	238
27				1,730	27	107	379		486
28	76	880	725	981	28	338	561		899
29	93	390	552	1,035	29	542	719		1,261
30	197	855	171	1,223	30	536	839	101	1,526
					31	491	223	101	815

Statement showing number of automobiles on hand at Detroit, 7:00 a. m. daily, season of 1941.—Continued

Date	Number on hand at Shelby St.	Number on hand at Iron St.	Number on hand at Clark St.	Total
1941				
June				
1				230
2				0
3	109	194		303
4	116	466		582
5	224	886		1,110
6	445	783	146	1,264
7	266	844	210	1,320
8				658
9	139	124		263
10	314	508	90	912
11	227	771		998
12	464	816		1,280
13	263	678	267	1,208
14	492	463	319	1,274
15	325	69	320	714
16	204	66	336	605
17	313	361	205	879
18	331	499		830
19	480	635		1,114
20	584	839		1,323
21	569	928		1,497
22				507
23	93	181		274
24	74	290		364
25	256	379	1	635
26	296	762		1,058
27	283	604		887
28	266	827		1,093
29	103			103
30	73			73
July				
1	95	317		412
2	60	26		86
3	150	415		565
4				860
5	298	141		439
6				224

Date	Number on hand at Shelby St.	Number on hand at Iron St.	Number on hand at Clark St.	Total
1941				
July				
7				0
8	224			224
9	27			27
10	171	318		489
11	180			180
12	71			71
13	77			77
14				1
15	54			54
16	164			164
17	382			382
18	375	290		665
19	382	505		887
20				412
21	10			10
22	155			155
23	668			668
24	291	303		594
25	363	368		731
26	304	634		938
27	10			10
28				9
29	85			85
30	15			75
31	217			217
Aug.				
1	94			94
2				0
3	14			14
4	19			19
5	6			6
6	52			52
7	6			6
8	141			141
9	1			1
10				9

Date	Number on hand at Shelby St.	Number on hand at Iron St.	Total
1941			
Aug.			
11	0		0
12	112		112
13	0		0
14	65		65
15	100		100
16	122		122
17	280		280
18	18		18
19	222		222
20	394		394
21	64		64
22	279		279
23	0		0
24	0		0
25	0		0
26	4		4
27	0		0
28	6		6
29	11		11
30	15		15
31	6		6

Date	Number on hand at Shelby St.	Number on hand at Iron St.	Total
1940			
Sept.			
1	0		0
2	2		2
3	1		1
4	2		2
5	192		192
6	54		54
7	2		2
8	2		2
9	103		103
10	35		35
11	52		52
12	36		36
13	367		367
14	215		215
15	0		0
16	68		68
17	61		61
18	211		211
19	337		337
20	302		302

Statement showing number of automobiles on hand at Detroit, 7:00 a. m. daily, season of 1941—Continued.

Date	Number on hand at Shelby St.	Number on hand at Iron St.	Total
1940			
Sept.			
21	133		133
22	17		17
23	59		59
24	180		180
25	549		549
26	522		522
27	682	393	1,075
28			529
29	503		503
30	173		173
Oct.			
1	414		414
2	502		502
3	589		589
4	658		658
5			451
6	37		37
7	111		111
8	412		412
9	541		541
10	668		668
11	470	158	628
12			206
13	197		197
14	428		428
15	323		323
16	250	226	476
17	363	215	578
18	676	266	942
19			410
20	12		12
21	116		116
22	117		117
23	434	176	610
24	489	484	973
25	568	336	904
26			603
27	9		9
28	347		347
29	543		543
30	362	162	524
31	617	243	860

Date	Number on hand at Shelby St.	Number on hand at Iron St.	Total
1940			
Nov.			
1	549	351	900
2			830
3	830		830
4	486		486
5	455	256	711
6	573	204	777
7	371	442	813
8	909	747	1,656
9			1,555
10	485	750	1,235
11	638	371	1,009
12	665	487	1,152
13	843	686	1,529
14	936	686	1,622
15	1,293	802	2,095
16			1,372
17	769	180	949
18	807	300	1,107
19	428	625	1,053
20	631	632	1,263
21	810	259	1,069
22	897	132	1,029
23			498
24	142		142
25	382		382
26	365		365
27	437		437
28	823		823
29	631		631
30	1		327
Dec.			
1	12		12
2	132		132
3	377		377
4	731	249	980
5	232	564	796
6	863	342	1,205
7			979
8	371		371
9	238		238
10	238		238

401

Exhibit No. 27

Witness: Hoffman

Statement showing operation of Steamer "George H. Ingalls" owned by the Automotive Trades Steamship Co. from October 2, 1936, through season of navigation, 1939

Cargo No. 1	Coal	Toledo to Green Bay, Wisconsin	10- 8-36
Cargo No. 2	Sand	Manistee to River Rouge, Michigan	10-14-36
Cargo No. 3	Coal	Sandusky, Ohio, to Milwaukee, Wisconsin.	10-18-36
Cargo No. 4	Sand	Manistee, Michigan, to River Rouge, Mich.	10-23-36
Cargo No. 5	Coal	Sandusky, Ohio, to Menominee, Mich.	10-26-36
Cargo No. 6	Sand	Manistee, Michigan, to River Rouge, Mich.	10-31-36
Cargo No. 7	Coal	Sandusky, Ohio, to Milwaukee, Wisconsin.	11- 4-36

Statement showing operation of Steamer "George H. Ingalls" owned by the Automotive Trades' Steamship Co. from October 2, 1936, through season of navigation, 1939—Continued

Cargo No. 8	Sand	Manistee, Michigan, to River Rouge, Mich.	11-10-36
Cargo No. 9	Coal	Sandusky, Ohio, to Milwaukee, Wisconsin	11-14-36
Cargo No. 10	Sand	Manistee, Michigan, to River Rouge, Mich.	11-20-36

SEASON OF 1937

Chartered to Cleveland-Cliffs Iron Company, operated by them in bulk trade, carrying coal, stone, and ore to and from Lakes Michigan and Superior

SEASON OF 1938

Cargo No. 1	Silica Rock	Killarney Quarries, Ont., to Buffalo, N. Y.	9-18-38
Cargo No. 2	Coal	Sandusky, Ohio, to Hubbell, Mich.	9-24-38
Cargo No. 3	Refuse screenings	Port Arthur, Ont., to So. Chicago, Ill.	9-30-38
Cargo No. 4	Grain	Chicago, Ill., to Buffalo, N. Y.	10- 6-38
Cargo No. 5	Coal	Toledo, O., to Menominee, Mich.	10-12-38
Cargo No. 6	Grain	South Chicago, Ill., to Buffalo, N. Y.	10-18-38
Cargo No. 7	Coal	Toledo, O., to Superior, Wisc.	10-26-38
Cargo No. 8	Grain	Superior, Wisc., to Buffalo, New York.	10-31-38
Cargo No. 9	Coal	Toledo, O., to Milwaukee, Wisc.	11-10-38
402 Cargo No. 10	Corn	So. Chicago, Ill., to Toronto, Ont.	11-16-38
Cargo No. 11	Coal	Conneaut, O., to Milwaukee, Wisc.	11-23-38
Cargo No. 12	Grain	So. Chicago to Buffalo, N. Y.	11-28-38
Cargo No. 13	Coal	Conneaut to Ecorse, Mich.	12- 8-38

SEASON OF 1939

Cargo No. 1	Grain	Fort William, Ont., to Buffalo, N. Y.	9-22-39
Cargo No. 2	Refuse screenings	Fort William, Ont., to Superior, Wis.	10- 3-39
Cargo No. 3	Grain	Duluth-Superior to Buffalo, N. Y.	10- 9-39
Cargo No. 4	Grain	Duluth-Superior to Buffalo, N. Y.	10-19-39
Cargo No. 5	Refuse screenings	Fort William, Ont., to Superior, Wisc.	10-29-39
Cargo No. 6	Oats	Duluth-Superior to Toledo, Ohio	11- 3-39
Cargo No. 7	Grain	Port Arthur, Ont., to Buffalo, N. Y.	11-13-39
Cargo No. 8	Stone	Buffalo, N. Y., to Toledo, Ohio	11-17-39
Cargo No. 9	Refuse screenings	Fort William, Ont., to Superior, Wis.	11-25-39
Cargo No. 10	Storage Flax	Duluth-Superior to Cleveland, O.	11-30-39

403 *Exhibit No. 28* I. C. C. No. 1

Local Commodity Freight Tariff No. 1, Applying on Automobiles, passenger; Chassis, commercial; Chassis, freight automobile; Chassis, passenger automobile; Hearses, automobile; Trailers, motor vehicle; Trucks, panel or commercial delivery; Trucks, motor vehicle; Set up, on wheels, From Buffalo, New York and Cleveland, Ohio To Cleveland, Ohio and Buffalo, New York

RULES AND REGULATIONS

Marine Insurance

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting carrier on docks, piers, wharves, bulkheads, platforms, lighters, and/or craft, transfers, and land conveyances at ports of loading of their vessels and while it is water-borne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters, and/or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariff lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While water-borne, against the perils of the seas, rivers, lakes, bays, canals, and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery or appliances, faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers, or pilots and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers, and Land Conveyances, or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and/or subsidence of docks, piers, wharves, bulkheads, platforms, and/or of any buildings thereon.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1. (c) of Tariff circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Michigan.

Losses payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the Automotive Trades Steamship Company and to the property while in its custody; and the liability herein assumed is that of this company only.

Special Charges and Allowances

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven days free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipments will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

Suspension and Restoration of Rates

The rates named in this tariff are effective only during the season of navigation of the Automotive Trades Steamship Company, which is from March 10th to December 12th.

Rates

(Rates in dollars and cents per vehicle)

FROM BUFFALO, NEW YORK, TO CLEVELAND, OHIO

Over-all measurement:	Rates
Cars 14 feet 6 inches and under	$6.50
Cars over 14 feet 6 inches	7.00

FROM CLEVELAND, OHIO, TO BUFFALO, NEW YORK

Over-all measurement:	Rates
Cars 14 feet 6 inches and under	$6.50
Cars over 14 feet 6 inches to and including 15 feet	7.00
Cars over 15 feet to and including 17 feet	8.00
Cars over 17 feet to and including 17 feet 6 inches	8.50
Cars over 17 feet 6 inches to and including 19 feet	9.00

For each additional 6 inches or fraction thereof, over 19 feet add 50 cents.

404

I. C. C. No. 2

AUTOMOTIVE TRADES STEAMSHIP COMPANY

Local Commodity Freight Tariff No. 2 Applying on Automobiles, Passenger; Chassis, Commercial; Chassis, Freight Automobile; Chassis, Passenger Automobile; Hearses, Automobile; Trailers, Motor Vehicle; Trucks, Panel or Commercial Delivery; Trucks, Motor Vehicle, Set up, on Wheels, Between Detroit, Mich. and Erie, Pa.

RULES AND REGULATIONS

Marine Insurance

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting carriers or docks, piers, wharves, bulkheads, platforms, lighters, and/or craft, transfers, and land conveyances at ports of loading of their vessels and while it is water-borne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters, and/or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariff lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Water-borne, against the perils of the seas, rivers, lakes, bays, canals, and other waters, fire collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery or appliances, faults, or errors in the navigation or management of vessels by the master, mariners, mates, engineers, or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers and Land Conveyances, or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and/or subsidence of docks, piers, wharves, bulkheads, platforms, and/or of any buildings thereon.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1-(a) of Tariff Circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Michigan.

Losses Payable Within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the Automotive Trades Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

Special Charges and Allowances

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M., after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven days free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

Suspension and Restoration of Rates

The rates named in this tariff are effective only during the season of navigation of the Automotive Trades Steamship Company, which is from March 10th to December 12th.

Rates between Detroit, Mich., and Erie, Pa.

[Rates in dollars and cents per automobile]

Over-all measurement:	Rates
Cars 13 feet and under	9.50
Cars over 13 feet to and including 13 feet 6 inches	10.00
Cars over 13 feet 6 inches to and including 14 feet	10.50
Cars over 14 feet to and including 14 feet 6 inches	11.00
Cars over 14 feet 6 inches to and including 15 feet	11.50
Cars over 15 feet to and including 15 feet 6 inches	12.00
Cars over 15 feet 6 inches to and including 16 feet	12.50
Cars over 16 feet to and including 16 feet 6 inches	13.00
Cars over 16 feet 6 inches to and including 17 feet	13.50
Cars over 17 feet to and including 17 feet 6 inches	14.00
Cars over 17 feet 6 inches to and including 18 feet	14.50
Cars over 18 feet add 50 cents for each additional 6 inches or fraction thereof.	

Automotive Trades Steamship Company

Local Freight Tariff No. 3 Naming Wharfage Allowance for Detroit, Michigan, River District

DETROIT, MICHIGAN, RIVER DISTRICT

Beginning at Connors Creek on the American side of the Detroit River on the East, thence West and South along the American Side of the Detroit River to and including the Ecorse River, and all navigable waters within the above boundaries.

WHARFAGE ALLOWANCE.

When the Automotive Trades Steamship Company uses a privately owned dock of an automobile manufacturer for the loading of their motor vehicles for transportation beyond the port, an allowance of fifty (50¢) cents per vehicle will be made out of the current Detroit, Michigan rate to the owner of the dock so used for the loading and dockage facilities furnished. This allowance only applies on vehicles in lots of fifty (50) or more.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff Circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Michigan.

406 I. C. C. No. 4

AUTOMOTIVE TRADES STEAMSHIP COMPANY

Freight Tariff No. 4, Naming Rules Governing Storage, Reconsignment, and Other Transit Privileges on Motor Vehicles in Public Warehouses at Buffalo, N. Y.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1. (c) of Tariff circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Michigan.

RULES GOVERNING STORAGE, RECONSIGNMENT AND OTHER TRANSIT PRIVILEGES ON MOTOR VEHICLES IN PUBLIC WAREHOUSES AT BUFFALO, N. Y.

Motor vehicles, arriving at Buffalo, N. Y., via the Automotive Trades Steamship Company and stored in Public Warehouses located within the Corporate Limits of Buffalo, N. Y., by order of shippers or consignees will be subject to the following rules:

1. Shippers or consignees must make arrangements for storage with the public warehouse concerned.

2. This Company will not assume any of the expense of transferring the motor vehicles from its automobile yard at Buffalo, N. Y., to the public warehouse concerned.

3. While such motor vehicles are stored in transit in the public warehouse under these rules, the custody and possession of same, as between the Automotive Trades Steamship Company and the shipper, consignee or owner, shall be that of the shipper, consignee, or owner.

4. Shipments stored in transit under these rules may be reconsigned to points beyond Buffalo, N. Y., at the through rates in effect at time of shipment from point of origin to final destination

but this Company will not assume any of the expense of delivering the shipments from the public warehouse to the outbound carrier.

5. Shipments will be subject to local rates from point of origin to Buffalo, N. Y., pending reconsignment, and charges, if not prepaid, will be collected by the Automotive Trades Steamship Company at such rates.

6. While the Motor Vehicles are in storage in the public warehouse they may be cleaned, polished, serviced, and/or washed, in line with arrangements made by shipper or consignee with the public warehouse concerned.

7. The period of time allowed for the protection of the through rate on shipments stored in transit under these rules will be ninety (90) days from the date such shipments are taken from this Company's possession for storage in the public warehouse. As to any shipments on which the time limit as above described, has expired, the transit privilege shall absolutely cease and the local rate to Buffalo, N. Y., in effect at the time of shipment from point of origin, will be assessed.

8. When the motor vehicles are shipped from Buffalo, N. Y., under transit rate, shipper will be required to present to the outbound carrier the in-bound carrier's legally representative freight bills (see Rule 10) and shipping directions bearing or accompanied by shippers' certificate as shown below and such in-bound freight bill which has been recorded for transit, shall be immediately cancelled by inscription to that effect thereon.

407 SHIPPER'S CERTIFICATE

Tender is hereby made to the _____ (out-bound carrier) of _____ (in-bound carrier) freight bills, as listed herein, for the purpose of securing reshipping privilege and transit rate on the motor vehicles covered thereby and which _____ further declare to be the freight bill _____ representative of the property offered for release or reconsignment, consisting of the following in-bound shipments: _____

_____

_____

_____

This tender is made with a guarantee on _____ part that such privilege may be granted in conformity with the rules of said carrier as published in _____ Tariff I. C. C. No. _____ supplements thereto and subsequent issues thereof, which have been read and with which _____ familiar.

_____

Signature of Shipper

The carrier transporting the motor vehicles from Buffalo shall furnish the Automotive Trades Steamship Company with a copy of its out-bound billing or similar document as evidence of furtherance of the shipments.

9. The Automotive Trades Steamship Company shall have access at all times to the transit house and records to check up all shipments therein and the freight bills on hand.

10. The privileges at Buffalo, N. Y. referred to in these rules will be accorded only to parties who comply with the rules provided herein, who will keep records and make reports in a manner satisfactory to the Automotive Trades Steamship Company and who will make affidavit when required, as to accuracy of all records and information furnished by them to the Automotive Trades Steamship Company.

Transit privileges will be accorded only when tariff under which transit rate is applied permits application of such privileges on motor vehicles moving under such tariff.

11. These arrangements will not apply on motor vehicles which cannot be operated under their own power.

12. The arrangements provided herein will be policed by representatives of the Automotive Trades Steamship Company.

408 I. C. C. No. 5

AUTOMOTIVE TRADES STEAMSHIP COMPANY

Tariff No. 5

LOCAL AND PROPORTIONAL FREIGHT TARIFF NAMING COMMODITY RATES ON AUTOMOBILES, PASSENGER; CHASSIS, COMMERCIAL AUTOMOBILE; CHASSIS, FREIGHT AUTOMOBILE; CHASSIS, PASSENGER AUTOMOBILE; HEARSES, AUTOMOBILE; TRACTORS, VEHICLE; TRUCKS, PANEL OR COMMERCIAL DELIVERY; TRUCKS, MOTOR VEHICLE, AS DESCRIBED HEREIN BETWEEN DETROIT, MICHIGAN AND CLEVELAND, OHIO AS SHOWN HEREIN

The rates named herein are subject to suspension at the close and restoration on the opening of navigation as provided on page No. 2.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff Circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Mich.

Subject	Page No.
Rates, Commodity	3
Rules governing Tariff:	
Discontinuance of Service	2
Diversion in Transit	3
Marine Insurance	2
Rates on Accessories or Attachments	3
Terminal Privileges	2
Storage	2

Index to Commodities

Article	Item No.	Article	Item No.
Automobiles, passenger	20	Tractors, vehicle	20
Chassis, commercial automobile	20	Trucks, panel or commercial delivery	20
Chassis, freight automobile	20	Trucks, motor vehicle	20
Chassis, passenger automobile	20		
Hearses, automobile	20		

Rules and Regulations

DISCONTINUANCE AND RESTORATION OF SERVICE

The rates named in this tariff are effective only during the season of navigation of the Automotive Trades Steamship Company, which is from March 10th to December 12th.

TERMINAL AND OTHER PRIVILEGES

Shipments transported under this tariff are entitled to such privileges and subject to such charges as are or shall be published by carrier or their agents, and of carriers or their agents beyond the lines, providing for diversion, reconsignment, storage or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to the shipper or consignee, which are lawfully on file with the Interstate Commerce Commission.

MARINE INSURANCE

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting carrier on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers and land conveyances at ports of loading of their vessels and while it is waterborne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers, and land conveyances

at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariffs lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While waterborne, against the perils of the seas, rivers, lakes, bays, canals and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery or appliances, faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on docks, piers, wharves, bulkheads, platforms, transfers and land conveyances, or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and/or subsidence of docks, piers, wharves, bulkheads, platforms and/or of any buildings thereon.

Losses payable within thirty days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the Automotive Trades Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

STORAGE CHARGES

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time be subject to a storage charge of ten cents per day or fraction thereof, per vehicle; minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven day free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

409 RATES ON ACCESSORIES, ATTACHMENTS, OR ADVERTISING MATTER

The rates on vehicles as described in this tariff will include all accessories or attachments, including advertising matter, which will form part of the complete vehicle when attached to or placed inside of the vehicle of which they are a part. No charge will be made for the weight of the water or antifreeze solution placed in the radiator or for the oil or gasoline which is necessary for operating the vehicle.

DIVERSION IN TRANSIT

Vehicles described herein may be diverted or reconsigned, and the rate in effect on date of shipment from point of origin to final destination will be protected, no charge being made for change of consignee or destination, provided such diversion or reconsignment is effected while the property is in possession of this Company.

Item 20

Local Commodity Rates on Automobiles, Passenger; Chassis, Commercial Automobile; Chassis, Freight Automobile; Chassis, Passenger Automobile; Hearses, Automobile; Tractors, Vehicle; Trucks, Panel or Commercial Delivery; Trucks, Motor Vehicle; Between Detroit, Michigan, and Cleveland, Ohio.

[Rates in dollars and cents per vehicle]

Over-all measurement:	Rates
Cars 15 feet and under	$6.00
Cars over 15 feet to and including 15 feet 6 inches	6.50
Cars over 15 feet 6 inches to and including 16 feet	7.00
Cars over 16 feet to and including 16 feet 6 inches	7.50
Cars over 16 feet 6 inches to and including 17 feet	8.00
For each additional 6 inches or fraction thereof over 17 feet add 50 cents	

410 I. C. C. No. 6

AUTOMOTIVE TRADES STEAMSHIP COMPANY

Tariff No. 6

LOCAL FREIGHT TARIFF NAMING COMMODITY RATES ON AUTOMOBILES, PASSENGER; CHASSIS, COMMERCIAL; CHASSIS, FREIGHT AUTOMOBILE; CHASSIS, PASSENGER AUTOMOBILE; HEARSES, AUTOMOBILE; TRACTORS, VEHICLE; TRUCKS, PANEL OR COMMERCIAL DELIVERY; TRUCKS, MOTOR VEHICLE, AS DESCRIBED HEREIN BETWEEN DETROIT, MICH., AND BUFFALO, N. Y.

The rates named herein are subject to suspension at the close and restoration on the opening of navigation as provided on page No. 2.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Mich.

APPLICATION OF TARIFF

The rates named herein will apply from and to established points of receipt and delivery of the Automotive Trades Steamship Company.

DISCONTINUANCE AND RESTORATION OF SERVICE

The rates named in this tariff are effective only during the season of navigation of the Automotive Trades Steamship Company, which is from March 10th to December 12th.

TERMINAL AND OTHER PRIVILEGES

Except as otherwise provided herein, shipments transported under this tariff are entitled to such privileges and subject to such charges as are or shall be published by carrier or their agents, providing for diversion, reconsignment, storage or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to the shipper or consignee, which are lawfully on file with the Interstate Commerce Commission.

MARINE INSURANCE

Property (moving under rates named or provided for in this tariff, while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting carrier on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers and land conveyances at ports of loading of their vessels and while it is waterborne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariffs lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Waterborne, against the perils of the seas, rivers, lakes, bays, canals and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, ex-

plosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery or appliances, faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers and Land Conveyances or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and/or subsidence of docks, piers, wharves, bulkheads, platforms and/or of any buildings thereon.

Losses Payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the Automotive Trades Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

RATES ON ACCESSORIES, ATTACHMENTS, OR ADVERTISING MATTER.

The rates on vehicles as decribed in this tariff will include all accessories or attachments, including advertising matter, which will form part of the complete vehicle when attached to or placed inside of the vehicle of which they are a part. No charge will be made for the weight of the water or anti-freeze solution placed in the radiator or for the oil or gasoline which is necessary for operating the vehicle.

STORAGE CHARGE

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven day free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

DIVERSION IN TRANSIT

Vehicles described herein, may be diverted or reconsigned and the rate in effect on date of shipment from point of origin to final destination will be protected, no charge being made for change of consignee or destination provided such diversion or reconsignment is effected while the property is in possession of this Company. Where shipments are reconsigned to destinations beyond the Port, rates lawfully on file with the Interstate Commerce Commission will be applied.

411 Item No. 10

Commodity Rates on Automobiles, Passenger; Chassis, Commercial; Chassis, Freight Automobile; Chassis, Passenger Automobile; Hearses, Automobile; Tractors, Vehicle; Trucks, Panel or Commercial Delivery; Trucks, Motor Vehicle, Set up, on Wheels

[In dollars and cents per vehicle according to weight]

Between Detroit, Michigan, and Buffalo, N. Y.:	Rates
Vehicles weighing 3100 pounds or less	$14.50
Over 3100 to 3400 pounds	16.00
Over 3400 to 3700 pounds	17.50
Over 3700 to 4100 pounds	19.00
Over 4100 to 4500 pounds	20.25
Over 4500 pounds	21.75

412 I. C. C. No. 7

AUTOMOTIVE TRADES STEAMSHIP COMPANY

Tariff No. 7

LOCAL AND JOINT FREIGHT TARIFF NAMING COMMODITY RATES ON AUTOMOBILES, PASSENGER; BUSSES, PASSENGER; CHASSIS, AUTOMOBILE; HEARSES, AUTOMOBILE; TRACTORS, VEHICLE; TRAILERS, MOTOR VEHICLE; TRAILERS, TRACTOR; TRUCKS, MOTOR VEHICLE, BETWEEN DETROIT, MICH. AND DULUTH, MINN.

The rates named herein are subject to suspension at the close and restoration of the opening of navigation as provided on page No. 2.

Rates Named Herein Include Marine Insurance

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Mich.

APPLICATION OF RATES

Rates named in this tariff, or as same may be amended, will apply from lake lines docks at point of origin to the receiving room, warehouse, storage yard, or other place controlled by the consignee at billed destination or to a connecting carrier at point of interchange.

Rules and Regulations

DISCONTINUANCE AND RESTORATION OF SERVICE

The rates named in this tariff are effective only during the season of navigation of the Automotive Trade Steamship Company which is from March 20th to November 1st.

TERMINAL AND OTHER PRIVILEGES

Except as otherwise provided herein, shipments transported under this tariff are entitled to such privileges and subject to such charges as are or shall be published by carrier or their agents, providing for diversion, reconsignment, storage, or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to the shipper or consignee, which are lawfully on file with the Interstate Commerce Commission.

STORAGE CHARGES

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven days' free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

MARINE INSURANCE

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this

Company receives it from shipper or from prior connecting carrier on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers and land conveyances at ports of loading of their vessels and while it is waterborne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariffs lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Waterborne, against the perils of the seas, rivers, lakes, bays, canals and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery or appliances, faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers and Land Conveyances, or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and/or subsidence of docks, piers, wharves, bulkheads, platforms and/or of any buildings thereon.

Losses Payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the Automotive Trades Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

Commodity rates

Item No.	Commodity	Between Detroit, Mich., and Duluth, Minn., rates in dollars and cents per vehicle
	Automobiles, Passenger Busses, Passenger Chassis, Passenger Automobile Chassis, Freight Automobile; Hearses, Automobile; Tractors; Motor Vehicle; Trailers, Freight; Trailers, Passengers; Trailers, Tractor; Trucks, Motor Vehicle	
	Overall Measurement:	
	14 feet and under	$21.00
	Over 14 feet to and including 14 feet 6 inches	21.50
	Over 14 feet 6 inches to and including 15 feet	22.00
	Over 15 feet to and including 15 feet 6 inches	22.50
	Over 15 feet 6 inches to and including 16 feet	23.00
	Over 16 feet to and including 16 feet 6 inches	23.50
	Over 16 feet 6 inches to and including 17 feet	24.00
	Over 17 feet to and including 17 feet 6 inches	24.50
	Over 17 feet 6 inches to and including 18 feet	25.50
	Over 18 feet to and including 18 feet 6 inches	26.50
	Over 18 feet 6 inches to and including 19 feet	27.50
	Over 19 feet to and including 19 feet 6 inches	28.50
	Over 19 feet 6 inches to and including 20 feet	29.50
	Over 20 feet to and including 20 feet 6 inches	30.50
	Over 20 feet 6 inches to and including 21 feet	31.50
	Over 21 feet to and including 21 feet 6 inches	32.50
	Over 21 feet 6 inches to and including 22 feet	33.50
	Over 22 feet to and including 22 feet 6 inches	34.50
	Over 22 feet 6 inches to and including 23 feet	35.50
	Over 23 feet to and including 23 feet 6 inches	37.50
	Add $1.00 for each additional 12 inches or fraction thereof over 23 feet 6 inches.	
	NOTE.—For rates on Vehicles (not Busses or Trailers) subsequently shipped from Duluth, Minn., via common carrier to Minneapolis, Minnesota Transfer or St. Paul, Minn., see Item 10.	
	Automobiles; Passenger; Chassis, Passenger Automobile; Chassis, Freight Automobile; Hearses, Automobile; Tractors, Vehicle; Trailers, Motor Vehicle	
	Wheelbase Measurement:	
	Under 129 inches	16.00
	129 inches to but not including 144 inches	22.00
	144 inches to but not including 160 inches	30.00
	160 inches to but not including 176 inches	32.00
	176 inches and over	38.00
	NOTE.—Rates, as named in this item, will only apply on Vehicles, as described above, when subsequently shipped from Duluth, Minn., via common carrier to Minneapolis, Minnesota Transfer and St. Paul, Minn. Upon presentation of paid freight expense bill showing that such Vehicles, as described above, subsequently have been shipped from Duluth, Minn., to Minneapolis, Minnesota Transfer or St. Paul, Minn., via common carrier, adjustment will be made based upon the difference between the charges under the rates named in this item and the rates named in Item No. 5.	

RATES ON ACCESSORIES, ATTACHMENTS, OR ADVERTISING MATTER

The rates on vehicles as described in this tariff will include all accessories or attachments, including advertising matter, which will form part of the complete vehicle when attached to or placed inside of the vehicle of which they are a part. No charge will be made for the weight of the water or anti-freeze solution placed in the radiator or for the oil or gasoline which is necessary for operating the vehicle.

414

I.C.C. No. 8

AUTOMOTIVE TRADES STEAMSHIP COMPANY

Tariff No. 8

RAIL FREIGHT TARIFF NAMING COMMODITY RATES ON TRAILERS AS DESCRIBED HEREIN BETWEEN DETROIT, MICHIGAN, AND CLEVELAND, OHIO

The rates named herein are subject to suspension at the close and restoration on the opening of navigation as provided on page No. 2.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Mich.

Table of Contents

Subject	Page No.
Rates, Commodity	3
Rules governing Tariff.	
Application of Tariff	1 2
Discontinuance of Service	2
Diversion in Transit	2
Marine Insurance	2
Rates on Accessories or Attachments	2
Terminal Privileges	3
Storage	2
	2

RULES AND REGULATIONS

APPLICATION OF TARIFF

The rates named herein will apply from and to established points of receipt and delivery of the Automotive Trades Steamship Company.

DISCONTINUANCE AND RESTORATION OF SERVICE

The rates named in this tariff are effective only during the season of navigation of the Automotive Trades Steamship Company, which is from March 10th to December 12th.

TERMINAL AND OTHER PRIVILEGES

Shipments transported under this tariff are entitled to such privileges and subject to such charges as are or shall be published by carrier or their agents, and of carriers or their agents beyond the lines, providing for diversion, reconsignment, storage or any

other previleges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to the shipper or consignee, which are lawfully on file with the Interstate Commerce Commission.

MARINE INSURANCE

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting carrier on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers and land conveyances at ports of loading of their vessels and while it is waterborne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariffs lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Waterborne, against the perils of the seas, rivers, lakes, bays, canals and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery or appliances, faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers or pilots, and all other like perils or misfortunes that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers and Land Conveyances; or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and/or subsidence of docks, piers, wharves, bulkheads, platforms and/or of any buildings thereon.

Losses Payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the Automotive Trades Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

STORAGE CHARGES

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven day free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

RATES ON ACCESSORIES, ATTACHMENTS, OR ADVERTISING MATTER

The rates on vehicles as described in this tariff will include all accessories or attachments, including advertising matter, which will form part of the complete vehicle when attached to or placed inside of the vehicle of which they are a part. No charge will be made for the weight of the water or anti-freeze solution placed in the radiator or for the oil or gasoline which is necessary for operating the vehicle.

DIVERSION IN TRANSIT

Vehicles described herein, may be diverted or reconsigned and the rate in effect on date of shipment from point of origin to final destination will be protected, no charge being made for change of consignee or destination provided such diversion or reconsignment is effected while the property is in possession of this Company. Where shipments are reconsigned to destinations beyond the Port, rates lawfully on file with the Interstate Commerce Commission will be applied.

Item No. 10

Commodity Rates on Trailers, Camp and Trailers, Freight, Without Motor Power

[In cents per vehicle according to weight and over-all measurement]

Weight	Between Detroit, Michigan, and Cleveland, Ohio, When over-all measurements are:						
	20 feet and under	Over 20 feet to and including 22 feet	Over 22 feet to and including 24 feet	Over 24 feet to and including 26 feet	Over 26 feet to and including 28 feet	Over 28 feet to and including 30 feet	Over 30 feet
3,500 pounds or less	1,400	1,500	1,700	1,900	1,900	2,100	2,300
3,501 pounds to and including 4,000 pounds	1,450	1,650	1,850	2,050	2,250	2,450	2,650
4,001 pounds to and including 4,500 pounds	1,500	1,700	1,900	2,100	2,300	2,500	2,700
4,501 pounds to and including 6,000 pounds	1,650	1,850	2,050	2,250	2,450	2,650	2,850
6,001 pounds to and including 7,500 pounds	1,700	1,900	2,100	2,300	2,500	2,700	2,900
7,501 pounds to and including 7,500 pounds	1,800	2,000	2,200	2,400	2,600	2,800	3,000
Over 7,500 pounds	1,900	2,100	2,300	2,500	2,700	2,900	3,100

When an additional chassis is shipped loaded inside of body type trailers or mounted upon another chassis, an additional charge of fifty (50) percent of the rate applicable will be charged with a maximum rate of $40.00 for the two units so shipped.

415 I. C. C. No. 9

AUTOMOTIVE TRADES STEAMSHIP COMPANY

Tariff No. 9

LOCAL FREIGHT TARIFF NAMING COMMODITY RATES ON TRAILERS AS DESCRIBED HEREIN BETWEEN DETROIT, MICHIGAN, AND BUFFALO, NEW YORK

The rates named herein are subject to suspension at the close and restoration on the opening of navigation as provided on page No. 2.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Mich.

APPLICATION OF TARIFF

The rates named herein will apply from and to established points of receipt and delivery of the Automotive Trades Steamship Company.

DISCONTINUANCE AND RESTORATION OF SERVICE

The rates named in this tariff are effective only during the season of navigation of the Automotive Trades Steamship Company, which is from April 29th to December 12th.

TERMINAL AND OTHER PRIVILEGES.

Except as otherwise provided herein, shipments transported under this tariff are entitled to such privileges and subject to such charges as are or shall be published by carrier or their agents, providing for diversion, reconsignment, storage or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to the shipper or consignee, which are lawfully on file with the Interstate Commerce Commission.

STORAGE CHARGES

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven day free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

DIVERSION IN TRANSIT.

Vehicles described herein, may be diverted or reconsigned and the rate in effect on date of shipment from point of origin to final destination will be protected, no charge being made for change of consignee or destination provided such diversion or reconsignment is effected while the property is in possession of this Company. Where shipments are reconsigned to destinations beyond the Port, rates lawfully on file with the Interstate Commerce Commission will be applied.

MARINE INSURANCE

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting carrier on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers and land conveyances at ports of loading of their vessels and while it is waterborne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariffs lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Waterborne, against the perils of the seas, rivers, lakes, bays, canals and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defects in hull, machinery or appliances, faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers and Land Conveyances, or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and/or subsidence of docks, piers, wharves, bulkheads, platforms and/or of any buildings thereon.

Losses Payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the Automotive Trades Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

Item No. 10

Commodity Rates on Trailers, Cargo and Trailers, Freight, Without Motor Power

[In cents per vehicle according to weight]

Between Detroit, Michigan, and Buffalo, N. Y.	Rates
Weighing 3000 pounds or less	1700
Weighing over 3000 pounds to and including 3500 pounds	2000
Weighing over 3500 pounds to and including 4000 pounds	2200
Weighing over 4000 pounds to and including 4500 pounds	2400
Weighing over 4500 pounds to and including 5000 pounds	2600
Weighing over 5000 pounds to and including 5500 pounds	2800
Weighing over 5500 pounds to and including 6000 pounds	3000
Weighing over 6000 pounds to and including 6500 pounds	3200
Weighing over 6500 pounds to and including 7000 pounds	3400
Weighing over 7000 pounds to and including 7500 pounds	3600
Weighing over 7500 pounds to and including 8000 pounds	3800
Weighing over 8000 pounds to and including 8500 pounds	4000
Weighing over 8500 pounds	4200

Item No. 15

RATES ON ACCESSORIES, ATTACHMENTS, OR ADVERTISING MATTER

The rates on vehicles as described in this tariff will include all accessories or attachments, including advertising matter, which will form part of the complete vehicle when attached to or placed inside of the vehicle of which they are a part. No charge will be made for the weight of the water or anti-freeze solution placed in the radiator or for the oil or gasoline which is necessary for operating the vehicle.

416 Supplement No. 1 to I. C. C. No. 9; Supplement No. 1 contains all changes

AUTOMOTIVE TRADES STEAMSHIP COMPANY

Supplement No. 1 to Tariff No. 9

LOCAL FREIGHT TARIFF NAMING COMMODITY RATES ON TRAILERS (AS DESCRIBED HEREIN) BETWEEN DETROIT, MICHIGAN, AND BUFFALO, NEW YORK

The rates named herein are subject to suspension at the close and restoration on the opening of navigation as provided on page No. 2.

Issued March 31, 1941. Effective April 30, 1941. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Mich.

♦♦ Item No. 10-A.
Cancels Item No. 10.

Commodity Rates on Trailers, Camp and Trailers, Freight, Without Motor Power

(In cents per vehicle according to weight and over-all measurement)

Weight	Between Detroit, Michigan, and Buffalo, N. Y., when over-all measurements are						
	20 feet and under	Over 20 feet to and including 22 feet	Over 22 feet to and including 24 feet	Over 24 feet to and including 26 feet	Over 26 feet to and including 28 feet	Over 28 feet to and including 30 feet	Over 30 feet
3,500 pounds or less	1700	1800	2000	2200	2400	2600	3000
3,501 pounds to and including 4,000 pounds	1800	2000	2200	2400	2600	2800	3200
4,001 pounds to and including 4,500 pounds	1900	2200	2400	2600	2800	3000	3400
4,501 pounds to and including 5,000 pounds	2000	2300	2500	2700	2900	3100	3500
5,001 pounds to and including 5,500 pounds	2100	2400	2600	2800	3000	3200	3600
5,501 pounds to and including 6,000 pounds	2200	2500	2700	2900	3100	3300	3700
6,001 pounds to and including 6,500 pounds	2300	2600	2800	3000	3200	3400	3800
6,501 pounds to and including 7,000 pounds	2400	2700	2900	3100	3300	3500	3900
7,001 pounds to and including 7,500 pounds	2500	2800	3000	3200	3400	3600	4000
Over 7,500 pounds	2600	2900	3100	3300	3500	3700	4100

(1) When an additional chassis is shipped loaded inside of trailer type of trailers or mounted upon another chassis, as a optional charge of fifty (50) percent of the rate applicable will be charged with a minimum rate of $20.00 for the two units so shipped.

♦Reduction.
♦Increase.

417

Exhibit No. 29

I. C. C. No. 12

T. J. McCARTHY STEAMSHIP COMPANY

Local Commodity Freight Tariff No. 1, Applying on Automobiles, Passenger; Chassis; Commercial; Chassis, Freight Automobile; Chassis, Passenger Automobile; Hearses, Automobile; Trailers, Motor Vehicle; Trucks, Panel or Commercial Delivery; Trucks, Motor Vehicle, Set up, on Wheels, from Buffalo, New York and Cleveland, Ohio to Cleveland, Ohio and Buffalo, New York.

RULES AND REGULATIONS

Marine Insurance

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting car-

rier on docks, piers, wharves, bulkheads, platforms, lighters, and/or craft, transfers, and land conveyances at ports of loading of their vessels and while it is water-borne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters, and/or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariff lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Water-borne, against the perils of the sea, rivers, lakes, bays, canals, and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves; barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery, or appliances, faults, or errors in the navigation or management of vessels by the master, mariners, mates, engineers or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers, and Land Conveyances, or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse, and/or subsidence of docks, piers, wharves, bulkheads, platforms, and/or of any buildings thereon.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Michigan.

Losses payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the T. J. McCarthy Steamship Company and to the property while in its custody; and the liability herein assumed is that of this company only.

Special Charges and Allowances

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle,

minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven-day free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipments will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

Suspension and Restoration of Rates

The rates named in this tariff are effective only during the season of navigation of the T. J. McCarthy Steamship Company, which is from March 10th to December 12th.

Rates

[Rates in dollars and cents per vehicle]

FROM BUFFALO, NEW YORK, TO CLEVELAND, OHIO

Over all measurement:	Rates
Cars 14 feet 6 inches and under	$6.50
Cars over 14 feet 6 inches	7.00

FROM CLEVELAND, OHIO, TO BUFFALO, NEW YORK

Over all measurement:	Rates
Cars 14 feet 6 inches and under	$6.50
Cars over 14 feet 6 inches to and including 15 feet	7.00
Cars over 15 feet to and including 17 feet	8.00
Cars over 17 feet to and including 17 feet 6 inches	8.50
Cars over 17 feet 6 inches to and including 19 feet	9.00
For each additional 6 inches or fraction thereof over 19 feet add 50 cents.	

418 I. C. C. No. 2

T. J. McCarthy Steamship Company

Local Commodity Freight Tariff No. 2, Applying on Automobiles, Passenger; Chassis, Commercial; Chassis, Freight Automobile; Chassis, Passenger Automobile; Hearses, Automobile; Trailers, Motor Vehicle; Trucks, Panel or Commercial Delivery; Trucks, Motor Vehicle, Set up, on Wheels, Between Detroit, Mich. and Erie, Pa.

RULES AND REGULATIONS

Marine Insurance

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting car-

rier on docks, piers, wharves, bulkheads, platforms, lighters, and/or craft, transfers, and land conveyances at ports of loading of their vessels and while it is water-borne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters, and/or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariff lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Water-borne, against the perils of the seas, rivers, lakes, bays, canals and other waters, fire collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery or appliances, faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers and Land Conveyances, or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse, and/or subsidence of docks, piers, wharves, bulkheads, platforms, and/or of any buildings thereon.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff Circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Michigan.

Losses Payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the T. J. McCarthy Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

Special Charges and Allowances

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after

the expiration of the (168 hours) seven days free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

Suspension and Restoration of Rates

The rates named in this tariff are effective only during the season of navigation of the T. J. McCarthy Steamship Company, which is from March 10th to December 12th.

Rates between Detroit, Mich., and Erie, Pa.

[Rates in dollars and cents per automobile]

Overall measurement:	Rates
Cars 13 feet and under	$9.50
Cars over 13 feet to and including 13 feet 6 inches	10.00
Cars over 13 feet 6 inches to and including 14 feet	10.50
Cars over 14 feet to and including 14 feet 6 inches	11.00
Cars over 14 feet 6 inches to and including 15 feet	11.50
Cars over 15 feet to and including 15 feet 6 inches	12.00
Cars over 15 feet 6 inches to and including 16 feet	12.50
Cars over 16 feet to and including 16 feet 6 inches	13.00
Cars over 16 feet 6 inches to and including 17 feet	13.50
Cars over 17 feet to and including 17 feet 6 inches	14.00
Cars over 17 feet 6 inches to and including 18 feet	14.50
Cars over 18 feet add 50 cents for each additional 6 inches or fraction thereof.	

419. I. C. C. No. 3

T. J. McCARTHY STEAMSHIP COMPANY

Local Freight Tariff No. 3 Naming Wharfage Allowance for Detroit, Michigan River District

DETROIT, MICHIGAN RIVER DISTRICT

Beginning at Connors Creek on the American side of the Detroit River on the East, thence West and South along the American Side of the Detroit River to and including the Ecorse River, and all navigable waters within the above boundaries.

WHARFAGE ALLOWANCE

When the T. J. McCarthy Steamship Company uses a privately owned dock of an automobile manufacturer for the loading of their motor vehicles for transportation beyond the port, an allowance of fifty (50¢) cents per vehicle will be made out of the current

Detroit, Michigan rate to the owner of the dock so used for the loading and dockage facilities furnished. This allowance only applies on vehicles in lots of fifty (50) or more.

Issued February 27, 1941. Effective March 1, 1941. Issued on one days notice under authority of Rule 1. (c) of Tariff Circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Michigan.

420 I.C.C. No. 4

T. J. McCarthy Steamship Company

Freight Tariff No. 4, Naming Rules Governing Storage, Reconsignment, and Other Transit Privileges on Motor Vehicles in Public Warehouses at Buffalo, N. Y.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1. (c) of Tariff Circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Michigan.

RULES GOVERNING STORAGE, RECONSIGNMENT AND OTHER TRANSIT PRIVILEGES ON MOTOR VEHICLES IN PUBLIC WAREHOUSES AT BUFFALO, N. Y.

Motor Vehicles, arriving at Buffalo, N. Y., via the T. J. McCarthy Steamship Company and stored in Public Warehouses located within the Corporate Limits of Buffalo, N. Y., by order of shippers or consignees will be subject to the following rules:

1. Shippers or consignees must make arrangements for storage with the Public Warehouse concerned.

2. This Company will not assume any of the expense of transferring the motor vehicles from its automobile yard at Buffalo, N. Y., to the public warehouse concerned.

3. While such motor vehicles are stored in transit in the public warehouse under these rules, the custody and possession of same, as between the T. J. McCarthy Steamship Company and the shipper, consignee, or owner, shall be that of the shipper, consignee, or owner.

4. Shipments stored in transit under these rules may be reconsigned to points beyond Buffalo, N. Y., at the through rates in effect at time of shipment from point of origin to final destination but this Company will not assume any of the expense of delivering the shipments from the public warehouse to the outbound carrier.

5. Shipments will be subject to local rates from point of origin to Buffalo, N. Y., pending reconsignment, and charges, if not prepaid, will be collected by the T. J. McCarthy Steamship Company at such rates.

6. While the Motor Vehicles are in storage in the public warehouse they may be cleaned, polished, serviced, and or washed, in line with arrangements made by shipper or consignee with the public warehouse concerned.

7. The period of time allowed for the protection of the through rate on shipments stored in transit under these rules will be ninety (90) days from the date such shipments are taken from this Company's possession for storage in the public warehouse. As to any shipments on which the time limit as above described, has expired, the transit privilege shall absolutely cease and the local rate to Buffalo, N. Y., in effect at the time of shipment from point of origin, will be assessed.

8. When the motor vehicles are shipped from Buffalo, N. Y. under transit rate, shipper will be required to present to the outbound carrier the inbound carrier's legally representative freight bills (see Rule 19) and shipping directions bearing or accompanied by shipper's certificate as shown below and such inbound freight bill which has been recorded for transit, shall be immediately cancelled by inscription to that effect thereon.

421 SHIPPER'S CERTIFICATE

Tender is hereby made to the _____ (outbound carrier) of _____ (inbound carrier) freight bills, as listed herein, for the purpose of securing reshipping privilege and transit rate on the motor vehicles covered thereby and which _____ further declare to be the freight bill _____ representative of the property offered for release or reconsignment, consisting of the following in-bound shipments: _____

_____

_____

_____

This tender is made with a guarantee on _____ part that such privilege may be granted in conformity with the rules of said carrier as published in _____ Tariff I. C. C. No. _____ supplements thereto and subsequent issues thereof, which have been read and with which _____ familiar.

_____

Signature of Shipper

The carrier transporting the motor vehicles from Buffalo shall furnish the T. J. McCarthy Steamship Company with a copy of its outbound billing or similar document as evidence of furtherance of the shipments.

9. The T. J. McCarthy Steamship Company shall have access at all times to the transit house and records to check up all shipments therein and the freight bills on hand.

10. The privileges at Buffalo, N. Y. referred to in these rules will be accorded only to parties who comply with the rules provided herein, who will keep records and make reports in a manner satisfactory to the T. J. McCarthy Steamship Company, and who will make affidavit when required, as to accuracy of all records and information furnished by them, to the T. J. McCarthy Steamship Company.

Transit privileges will be accorded only when tariff under which transit rate is applied permits application of such privileges on motor vehicles moving under such tariff.

11. These arrangements will not apply on motor vehicles which cannot be operated under their own power.

12. The arrangements provided herein will be policed by representatives of the T. J. McCarthy Steamship Company.

422 I. C. C. No. 5

T. J. McCARTHY STEAMSHIP COMPANY

Tariff No. 5

LOCAL AND PROPORTIONAL FREIGHT TARIFF NAMING COMMODITY RATES ON AUTOMOBILES, PASSENGER; CHASSIS, COMMERCIAL AUTOMOBILE; CHASSIS, FREIGHT, AUTOMOBILE; CHASSIS, PASSENGER AUTOMOBILE; HEARSES, AUTOMOBILE; TRACTORS, VEHICLE; TRUCKS, PANEL OR COMMERCIAL DELIVERY; TRUCKS, MOTOR VEHICLE, AS DESCRIBED HEREIN BETWEEN DETROIT, MICHIGAN, AND CLEVELAND, OHIO, AS SHOWN HEREIN

The rates named herein are subject to suspension at the close and restoration on the opening of navigation as provided on page No. 2.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff Circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Michigan.

Table of Contents

Subject	Page No.
Rates, Commodity	8
Rules governing Tariff	
Discontinuance of Service	
Diversion in Transit	
Marine Insurance	
Rates on Accessories or Attachments	
Terminal Privileges	
Storage	

Index to commodities

Article	Item No.	Article	Item No.
Automobiles, passenger	20	Tractors, vehicle	20
Chassis, commercial automobile	20	Trucks, panel or commercial delivery	20
Chassis, freight automobile	20	Trucks, motor vehicle	20
Chassis, passenger automobile	20		
Engines, automobile	20		

Rules and Regulations

DISCONTINUANCE AND RESTORATION OF SERVICE

The rates named in this tariff are effective only during the season of navigation of the T. J. McCarthy Steamship Company, which is from March 10th to December 12th.

TERMINAL AND OTHER PRIVILIGES

Shipments transported under this tariff are entitled to such privileges and subject to such changes as are or shall be published by carrier or their agents, and of carriers or their agents beyond the lines, providing for diversion, reconsignment, storage or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to the shipper or consignee, which are lawfully on file with the Interstate Commerce Commission.

MARINE INSURANCE

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting carrier on docks, piers, wharves, bulkheads, platforms, lighters and or craft, transfers and land conveyances at ports of loading of their vessels and while it is waterborne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters and or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariffs lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Waterborne against the perils of the seas, rivers, lakes, bays, canals and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery or appliances,

faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers and Land Conveyances, or elsewhere on shore, against the risks of fire, lightning, explosion (however or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and or subsidence of docks, piers, wharves, bulkheads, platforms and or of any buildings thereon.

Losses Payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the T. J. McCarthy Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

STORAGE CHARGES

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven day free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

RATES ON ACCESSORIES, ATTACHMENTS, OR ADVERTISING MATTER

The rates on vehicles as described in this tariff will include all accessories or attachments, including advertising matter, which will form part of the complete vehicle when attached to or placed inside of the vehicle of which they are a part. No charge will be made for the weight of the water or antifreeze solution placed in the radiator or for the oil or gasoline which is necessary for operating the vehicle.

DIVERSION IN TRANSIT

Vehicles described herein may be diverted or reconsigned and the rate in effect on date of shipment from point of origin to final destination will be protected, no charge being made for change of consignee or destination provided such diversion or reconsignment is effected while the property is in possession of this Company.

Item 20

Local Commodity Rates on Automobiles, Passenger; Chassis, Commercial Automobile; Chassis, Freight Automobile; Chassis, Passenger Automobile; Hearses, Automobile; Tractors, Vehicle; Trucks, Panel or Commercial Delivery; Trucks, Motor Vehicle, Between Detroit, Michigan, and Cleveland, Ohio

[Rates in dollars and cents per vehicle]

Overall measurement:	Rates
Cars 15 feet and under	$6.00
Cars over 15 feet 10 and including 15 feet 6 inches	6.50
Cars over 15 feet 6 inches to and including 16 feet	7.00
Cars over 16 feet to and including 16 feet 6 inches	7.50
Cars over 16 feet 6 inches to and including 17 feet	8.00

For each additional 6 inches or fraction thereof over 17 feet add 50 cents.

I. C. C. No. 6

T. J. McCARTHY STEAMSHIP COMPANY

Tariff No. 6

Local Freight Tariff Naming Commodity Rates on Automobiles, Passenger; Chassis, Commercial; Chassis, Freight Automobile; Chassis, Passenger Automobile; Hearses, Automobile; Tractors, Vehicle; Trucks, Panel or Commercial Delivery; Trucks, Motor Vehicle, as described herein between Detroit, Mich., and Buffalo, N. Y.

The rates named herein are subject to suspension at the close and restoration on the opening of navigation as provided on page No. 2.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 219 Wayne Street, Detroit, Mich.

APPLICATION OF TARIFF

The rates named herein will apply from and to established points of receipt and delivery of the T. J. McCarthy Steamship Company.

DISCONTINUANCE AND RESTORATION OF SERVICE

The rates named in this tariff are effective only during the season of navigation of the T. J. McCarthy Steamship Company, which is from March 10th to December 12th.

TERMINAL AND OTHER PRIVILEGES

Except as otherwise provided herein, shipments transported under this tariff are entitled to such privileges and subject to such charges as are or shall be published by carrier or their agents, providing for diversion, reconsignment, storage or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to the shipper or consignee, which are lawfully on file with the Interstate Commerce Commission.

MARINE INSURANCE

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting carriers on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers and land conveyances at ports of loading of their vessels and while it is waterborne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariffs lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Waterborne, against the perils of the seas, rivers, lakes, bays, canals and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery or appliances, faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers and Land Conveyances, or elsewhere on shore, against the

risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and or subsidence of docks, piers, wharves, bulkheads, platforms and or of any buildings thereon.

Losses Payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the T. J. McCarthy Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

RATES ON ACCESSORIES, ATTACHMENTS, OR ADVERTISING MATTER.

The rates on vehicles as described in this tariff will include all accessories or attachments, including advertising matter, which will form part of the complete vehicle when attached to or placed inside of the vehicle of which they are a part. No charge will be made for the weight of the water or anti-freeze solution placed in the radiator or for the oil or gasoline which is necessary for operating the vehicle.

STORAGE CHARGES.

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven day free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

DIVERSION IN TRANSIT.

Vehicles described herein, may be diverted or reconsigned and the rate in effect on date of shipment from point of origin to final destination will be protected, no charge being made for change of consignee or destination provided such diversion or reconsignment is effected while the property is in possession of this Company. Where shipments are reconsigned to destinations beyond the Port, rates lawfully on file with the Interstate Commerce Commission will be applied.

421 Item No. 10

Commodity Rates on Automobiles, Passenger; Chassis, Commercial; Chassis, Freight Automobile; Chassis, Passenger Automobile; Hearses, Automobile; Tractors, Vehicle; Trucks, Patrol or Commercial Delivery; Trucks, Motor Vehicle, Set up, on Wheels.

[In dollars and cents per vehicle according to weight]

Between Detroit, Michigan, and Buffalo, N. Y.:

	Rates
Vehicles weighing 3100 pounds or less	$14.50
Over 3100 to 3400 pounds	16.00
Over 3400 to 3700 pounds	17.50
Over 3700 to 4000 pounds	19.00
Over 4000 to 4500 pounds	20.25
Over 4500 pounds	21.75

425 I. C. C. No. 7

T. J. McCarthy Steamship Company

Tariff No. 7

Local and Joint Freight Tariff Naming Commodity Rates on Automobiles, Passenger; Busses, Passenger; Chassis, Automobile; Hearses, Automobile; Tractors, Vehicle; Trailers, Motor Vehicle; Trailers, Tractor; Trucks, Motor Vehicle, Between Detroit, Mich., and Duluth, Minn.

The rates named herein are subject to suspension at the close and restoration on the opening of navigation as provided on page No. 2.

Rates Named Herein Include Marine Insurance

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1-(c), of Tariff circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Mich.

APPLICATION OF RATES

Rates named in this tariff, or as same may be amended, will apply from lake lines docks at point of origin to the receiving room, warehouse, storage yard or other place controlled by the consignee at billed destination or to a connecting carrier at point of interchange.

Rules and Regulations

Discontinuance and Restoration of Service

The rates named in this tariff are effective only during the season of navigation of the T. J. McCarthy Steamship Company, which is from March 20th to November 1st.

Terminal and Other Privileges

Except as otherwise provided herein, shipments transported under this tariff are entitled to such privileges and subject to such charges as are or shall be published by carrier or their agents, providing for diversion, reconsignment, storage or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to the shipper or consignee, which are lawfully on file with the Interstate Commerce Commission.

Storage Charges

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will; after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven day free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

Marine Insurance

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting carrier on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers and land conveyances at ports of loading

of their vessels and while it is waterborne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariffs lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Waterborne, against the perils of the seas, rivers, lakes, bays, canals and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery or appliances, faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers and Land Conveyances, or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and/or subsidence of docks, piers, wharves, bulkheads, platforms and/or of any buildings thereon.

Losses Payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the T. J. McCarthy Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

Item No.	Commodity	Between Detroit, Mich. and Duluth, Minn., rates in dollars and cents per vehicle
	Automobiles, Passenger, Buses, Passenger, Chassis, Passenger Automobile, Chassis, Freight Automobile Hearses, Automobile Trucks, Motor Vehicle, Trailers, Freight Trailers, Passengers, Trailers, Tractor Trucks, Motor Vehicle.	
	Overall Measurement:	
	14 feet and under	$21.00
	Over 14 feet to and including 14 feet 6 inches	21.50
	Over 14 feet 6 inches to and including 15 feet	22.00
1	Over 15 feet to and including 15 feet 6 inches	22.50
	Over 15 feet 6 inches to and including 16 feet	23.00
	Over 16 feet to and including 16 feet 6 inches	24.50
	Over 16 feet 6 inches to and including 17 feet	24.00
	Over 17 feet to and including 17 feet 6 inches	24.50
5	Over 17 feet 6 inches to and including 18 feet	25.50
	Over 18 feet to and including 18 feet 6 inches	26.50
	Over 18 feet 6 inches to and including 19 feet	27.50
	Over 19 feet to and including 19 feet 6 inches	28.50
	Over 19 feet 6 inches to and including 20 feet	29.50
	Over 20 feet to and including 20 feet 6 inches	30.50
	Over 20 feet 6 inches to and including 21 feet	31.50
	Over 21 feet to and including 21 feet 6 inches	32.50
	Over 21 feet 6 inches to and including 22 feet	33.50
	Over 22 feet to and including 22 feet 6 inches	34.50
	Over 22 feet 6 inches to and including 23 feet	35.50
	Over 23 feet to and including 23 feet 6 inches	37.50
	Add $1.00 for each additional 12 inches or fraction thereof over 23 feet 6 inches.	
	NOTE.—For rates on Vehicles (not Busses or Trailers), subsequently shipped from Duluth, Minn., via common carrier to Minneapolis, Minnesota Transfer or St. Paul, Minn., see Item 10.	
	Automobiles, Passenger, Chassis, Passenger Automobile, Chassis, Freight Automobile, Hearses, Automobile Tractors, Vehicle: Trucks, Motor Vehicle	
	Wheelbase Measurement:	
	Under 120 inches	16.80
	120 inches to but not including 144 inches	22.80
	144 inches to but not including 160 inches	26.00
	160 inches to but not including 176 inches	32.40
10	176 inches and over	38.00
	NOTE.—Rates, as named in this item, will only apply on vehicles, as described above, when subsequently shipped from Duluth, Minn., via common carrier, to Minneapolis, Minnesota Transfer and St. Paul, Minn. Upon presentation of paid freight expense bill showing that such vehicles, as described above, subsequently have been shipped from Duluth, Minn., to Minneapolis, Minnesota Transfer or St. Paul, Minn., via common carrier, adjustment will be made based upon the difference between the charges under the rates named in this item and the rates named in Item No. 5.	
	RATES ON ACCESSORIES, ATTACHMENTS, OR ADVERTISING MATTER.	
15	The rates on vehicles as described in this tariff will include all accessories or attachments, including advertising matter, which will form part of the complete vehicle when attached to or placed beside of the vehicle of which they are a part. No charge will be made for the weight of the water of antifreeze solution placed in the radiator or for the oil or gasoline which is necessary for operating the vehicle.	

T. J. McCarthy Steamship Company

Tariff No. 8

LOCAL FREIGHT TARIFF NAMING COMMODITY RATES ON TRAILERS (AS DESCRIBED HEREIN) BETWEEN DETROIT, MICHIGAN AND CLEVELAND, OHIO

The rates named herein are subject to suspension at the close and restoration on the opening of navigation as provided on page No. 2.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Mich.

Table of contents

Subject	Page No.
Rates, Commodity	3
Rules governing Tariff:	
Application of Tariff	2
Discontinuance of Service	2
Diversion in Transit	3
Marine Insurance	2
Rates on Accessories or Attachments	3
Terminal Privileges	2
Storage	2

Rules and Regulations

APPLICATION OF TARIFF

The rates named herein will apply from and to established points of receipt and delivery of the T. J. McCarthy Steamship Company.

DISCONTINUANCE AND RESTORATION OF SERVICE

The rates named in this tariff are effective only during the season of navigation of the T. J. McCarthy Steamship Company, which is from March 10th to December 12th.

TERMINAL AND OTHER PRIVILEGES

Shipments transported under this tariff are entitled to such privileges and subject to such charges as are or shall be published by carrier or their agents, and of carriers or their agents beyond the lines, providing for diversion, reconsignment, storage or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to the shipper or consignee, which are lawfully on file with the Interstate Commerce Commission.

MARINE INSURANCE

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting carrier on docks, piers, wharves, bulkheads, platforms, lighters and/or craft, transfers and land conveyances at ports of loading of their vessels and while it is waterborne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters, and/or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariffs lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Waterborne, against the perils of the seas, rivers, lakes, bays, canals and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boilers, breakage of shafts, latent defect in hull, machinery or appliances, faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers, and Land Conveyances, or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and/or subsidence of docks, piers, wharves, bulkheads, platforms and/or of any buildings thereon.

Losses Payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the T. J. McCarthy Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

STORAGE CHARGES

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after the ex-

piration of the (168 hours) seven day free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner, and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

428 RATES OF ACCESSORIES, ATTACHMENTS, OR ADVERTISING MATTER

The rates on vehicles as described in this tariff will include all accessories or attachments, including advertising matter, which will form part of the complete vehicle when attached to or placed inside of the vehicle of which they are a part. No charge will be made for the weight of the water or anti-freeze solution placed in the radiator or for the oil or gasoline which is necessary for operating the vehicle.

DIVERSION IN TRANSIT

Vehicles described herein, may be diverted or reconsigned and the rate in effect on date of shipment from point of origin to final destination will be protected, no charge being made for change of consignee or destination provided such diversion or reconsignment is effected while the property is in possession of this Company. Where shipments are reconsigned to destinations beyond the Port, rates lawfully on file with the Interstate Commerce Commission will be applied.

Item No. 10

Commodity rates on trailers, camp and trailer, freight, without motive power

(In cents per vehicle according to weight and overall measurement)

Weights	Between Detroit, Michigan, and Cleveland, Ohio, when overall measurements are:						
	20 feet and under	Over 20 feet to and including 22 feet	Over 22 feet to and including 24 feet	Over 24 feet to and including 26 feet	Over 26 feet to and including 28 feet	Over 28 feet to and including 30 feet	Over 30 feet
3,500 pounds or less	1,100	1,300	1,500	1,700	1,900	2,100	2,300
3,501 pounds to and including 4,000 pounds	1,450	1,650	1,850	2,050	2,250	2,450	2,650
4,001 pounds to and including 4,500 pounds	1,500	1,700	1,900	2,100	2,300	2,500	2,700
4,501 pounds to and including 6,000 pounds	1,650	1,850	2,050	2,250	2,450	2,650	2,850
6,001 pounds to and including 7,000 pounds	1,700	1,900	2,100	2,300	2,500	2,700	2,900
7,001 pounds to and including 7,500 pounds	1,800	2,000	2,200	2,400	2,600	2,800	3,000
Over 7,500 pounds	1,900	2,100	2,300	2,500	2,700	2,900	3,100

When an additional chassis is shipped loaded inside of body type trailers or mounted upon another chassis, an additional charge of fifty (50) percent of the rate applicable will be charged with a maximum rate of $40.00 for the two units so shipped.

429 I. C. C. No. 9

T. J. McCarthy Steamship Company

Tariff No. 9

Local Freight Tariff Naming Commodity Rates on Trailers (As Described Herein) Between Detroit, Michigan, and Buffalo, New York

The rates named herein are subject to suspension at the close and restoration on the opening of navigation as provided on page No. 2.

Issued February 27, 1941. Effective March 1, 1941. Issued on one day's notice under authority of Rule 1 (c) of Tariff circular No. 22. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Mich.

APPLICATION OF TARIFF

The rates named herein will apply from and to established points of receipt and delivery of the T. J. McCarthy Steamship Company.

DISCONTINUANCE AND RESTORATION OF SERVICE

The rates named in this tariff are effective only during the season of navigation of the T. J. McCarthy Steamship Company, which is from April 29th to December 12th.

TERMINAL AND OTHER PRIVILEGES

Except as otherwise provided herein, shipments transported under this tariff are entitled to such privileges and subject to such charges as are or shall be published by carrier or their agents, providing for diversion, reconsignment, storage or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to the shipper or consignee, which are lawfully on file with the Interstate Commerce Commission.

STORAGE CHARGES

Shipments transported under this tariff will be allowed (168 hours) seven days free time after the first seven A. M. after notice of arrival has been given in writing or as otherwise agreed, and will, after the expiration of the free time, be subject to a storage charge of ten cents per day or fraction thereof, per vehicle, minimum charge fifty cents per vehicle. At any time after the expiration of the (168 hours) seven days free time referred to above, the carrier reserves the right to forward such shipments to a public warehouse. Such shipment will be transported from the docks of the carrier to a public warehouse at the expense of the owner and there held without liability on the part of the carrier, subject to lien for freight and other lawful charges, including a reasonable charge for storage.

DIVERSION IN TRANSIT

Vehicles described herein may be diverted or reconsigned and the rate in effect on date of shipment, from point of origin to final destination will be protected, no charge being made for change of consignee or destination provided such diversion or reconsignment is effected while the property is in possession of this Company. Where shipments are reconsigned to destinations beyond the Port, rates lawfully on file with the Interstate Commerce Commission will be applied.

MARINE INSURANCE

Property (moving under rates named or provided for in this tariff), while in the custody of this Company, from the time this Company receives it from shipper or from prior connecting carrier on docks, piers, wharves, bulkheads, platforms, lighters and or craft, transfers and land conveyances at ports of loading of their vessels and while it is waterborne on vessels at and between ports and while it is on docks, piers, wharves, bulkheads, platforms, lighters, and or craft, transfers, and land conveyances at port of discharge of vessels, until it is delivered to consignee (but not beyond the free time allowed for delivery as designated by tariffs lawfully on file with the Interstate Commerce Commission, nor while held by this Company as warehouseman) or until it is delivered to connecting carriers thereat, is insured:

While Water-borne, against the perils of the seas, rivers, lakes, bays, canals and other waters, fire, collision, stranding, jettisons, pirates, assailing thieves, barratry of the master or mariners, explosion (howsoever or wheresoever occurring), bursting of boil-

ers, breakage of shafts, latent defect in hull, machinery or appliances, faults or errors in the navigation or management of vessels by the master, mariners, mates, engineers, or pilots, and all other like perils or misfortunes, that have or shall come to the hurt, detriment, damage to or loss of the said property or any part thereof, including general average charges and expenses for which the owner may under the maritime law be chargeable.

While on Docks, Piers, Wharves, Bulkheads, Platforms, Transfers, and Land Conveyances, or elsewhere on shore, against the risks of fire, lightning, explosion (howsoever or wheresoever occurring), ice, floods, the rising of navigable waters, cyclones, hurricanes, tornadoes, windstorms, transportation, the collapse and/or subsidence of docks, piers, wharves, bulkheads, platforms, and/or of any buildings thereon.

Losses Payable within Thirty Days after proof of loss and proof of interest in said property have been furnished.

Applicable only to the T. J. McCarthy Steamship Company and to the property while in its custody; and the liability herein assumed is that of this Company only.

430 Item No. 10

Commodity rates on trailers, camp and trailers, freight, without motor power

(In cents per Vehicle according to weight)

Between Detroit, Michigan and Buffalo, N. Y.:

Weighing 3,000 pounds or less	1700
Weighing over 3,000 pounds to and including 3,500 pounds	2000
Weighing over 3,500 pounds to and including 4,000 pounds	2200
Weighing over 4,000 pounds to and including 4,500 pounds	2400
Weighing over 4,500 pounds to and including 5,000 pounds	2600
Weighing over 5,000 pounds to and including 5,500 pounds	2800
Weighing over 5,500 pounds to and including 6,000 pounds	3000
Weighing over 6,000 pounds to and including 6,500 pounds	3200
Weighing over 6,500 pounds to and including 7,000 pounds	3400
Weighing over 7,000 pounds to and including 7,500 pounds	3600
Weighing over 7,500 pounds to and including 8,000 pounds	3800
Weighing over 8,000 pounds to and including 8,500 pounds	4000
Weighing over 8,500 pounds	4200

Item No. 15.

RATES ON ACCESSORIES, ATTACHMENTS, OR ADVERTISING MATTER

The rates on vehicles as described in this tariff will include all accessories or attachments, including advertising matter, which will form part of the complete vehicle when attached to or placed inside of the vehicle of which they are a part. No charge will be made for the weight of the water or anti-freeze solution placed in

the radiator or for the oil or gasoline which is necessary for operating the vehicle.

431 Supplement No. 1 to I. C. C. No. 9; Supplement No. 1 contains all changes.

T. J. McCarthy Steamship Company

Supplement No. 1 to Tariff No. 9

LOCAL FREIGHT TARIFF NAMING COMMODITY RATES ON TRAILERS (AS DESCRIBED HEREIN) BETWEEN DETROIT, MICHIGAN, AND BUFFALO, NEW YORK

The rates named herein are subject to suspension at the close and restoration on the opening of navigation as provided on page No. 2.

Issued March 31, 1941. Effective April 30, 1941. Issued by Wm. J. Hoffman, General Freight Agent, 210 Wayne Street, Detroit, Mich.

*†Item No. 10-A
Cancels Item No. 10.

Commodity rates on trailers, camp and trailers, freight, without motor power.

(In cents per vehicle according to weight and over-all measurement)

Weight	Between Detroit, Michigan and Buffalo, N. Y., when over-all measurements are—						
	20 feet and under	Over 20 feet to and including 22 feet	Over 22 feet to and including 24 feet	Over 24 feet to and including 26 feet	Over 26 feet to and including 28 feet	Over 28 feet to and including 30 feet	Over 30 feet
3,500 pounds or less	1,700	1,800	2,000	2,200	2,400	2,600	3,000
3,501 pounds to and including 4,000 pounds	1,800	2,000	2,200	2,400	2,600	2,800	3,200
4,001 pounds to and including 4,500 pounds	1,900	2,200	2,400	2,600	2,800	3,000	3,400
4,501 pounds to and including 5,000 pounds	2,000	2,300	2,600	2,800	3,000	3,200	3,600
5,001 pounds to and including 5,500 pounds	2,100	2,400	2,700	2,900	3,100	3,300	3,800
5,501 pounds to and including 6,000 pounds	2,200	2,500	2,800	3,000	3,200	3,400	4,000
6,001 pounds to and including 6,500 pounds	2,300	2,600	2,900	3,100	3,300	3,500	4,200
6,501 pounds to and including 7,000 pounds	2,400	2,700	3,000	3,200	3,400	3,600	4,400
7,001 pounds to and including 7,500 pounds	2,500	2,800	3,100	3,300	3,500	3,700	4,600
Over 7,500 pounds	2,600	2,900	3,200	3,400	3,600	3,800	4,800

*Reduction.
†Increase.

When an additional chassis is shipped loaded inside of body type of trailers or mounted upon another chassis, an additional charge of fifty (50) percent of the rate applicable will be charged with a maximum rate of $50.00 for the two units so shipped.

432 *Exhibit 30*

American Form 1936.

LAKE GRAIN BILL OF LADING.

No. ---------- DULUTH, MINN., *November 30th, 1939.*

Grain Storage. The carrier is not engaged in the business of warehousing grain. If accepts grain for storage by special arrangement only and then only on the terms and conditions contained in the form of special contract for private storage of grain on the reverse side hereof.

Shipped in apparent good order and condition by Minnesota Linseed Oil Paint Co. as agents and forwarders, for account and risk of whom it may concern, on board the Str. "George H. Ingalls," whereof ---------- is master, now in the port of Duluth-Superior and bound for Cleveland, Ohio, the following property as herein described, shippers' weight (weight, quality and value unknown to the loaders signed), to be delivered in like order and condition (the dangers of navigation, fire and collision excepted), as consigned herein, or to his or their assigns or assignees, upon paying the freight and charges as noted below:

It is understood and agreed that with respect to this shipment the carrier and ship have not and do not hold themselves out as transporting cargo for the general public and only transport cargo as private carrier under private contract. The liability which the carrier assumes with respect to this shipment, is subject to the following terms and conditions:

1. This shipment is and shall be subject to the terms and provisions of and all the exemptions from liability contained in the Act of Congress approved April 16, 1936, and known as the "Carriage of Goods by Sea Act," except with respect to the exemptions referred to in the next succeeding paragraph.

2. Notwithstanding the foregoing, it is understood and agreed that the carrier and the ship shall not be responsible or liable for loss or damage to cargo in connection with the custody and care and handling of cargo prior to the loading on and subsequent to the discharge from the ship, as provided for in Section 7 of said Act of Congress.

3. In the event that a care party is named herein, delivery to such care party shall constitute right delivery by the vessel of the cargo covered hereby and thereupon liability of the carrier with respect to the delivery of the cargo shall terminate.

4. The carrier shall make no claim for any overrun in the outturn of cargo and assumes no responsibility for shortage or for differences in weights caused by natural shrinkage or discrepancies in elevator weights, but the carrier shall allow a fixed amount of one-quarter bushel per thousand bushels as tare, the same to be deducted from the freight at market price, port of destination, on day of unloading. All grain on board is to be delivered and freight is to be collected upon out-turn weight. Where two or more shipments are carried in the same compartment of the vessel, the shortage, if any, resulting from unloading the last of these, shall be borne pro rata by the shippers.

5. Neither the carrier nor the ship shall be liable for any claim whatsoever, whensoever and howsoever occurring, arising from compliance by the carrier with any directions whatsoever by any government or by any person purporting to act under authority thereof.

6. In the event of accident, danger, damage, or disaster before or after the commencement of the voyage, resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequences of which, the shipowner is not responsible, by statute or contract or otherwise, the shippers, consignees or owners of the cargo shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo.

7. The vessel shall have liberty to tow or be towed; to assist vessels under all conditions; to deviate for the purpose of making repairs, taking on fuel, ship's supplies and equipment, loading or discharging cargo, crew, passengers or other persons having business with the vessel.

8. Nothing in this bill of lading shall operate to limit or deprive the carrier of any statutory protection or limitation of liability.

In witness whereof, the agents of the said vessel have affirmed to one Bill of Lading and copies thereof, the ORIGINAL Bill of Lading being alone negotiable, and the said copies marked on their face as follows: "Copy—Not Negotiable."

Order of Minnesota Linseed Oil Paint Co.
Care of Sherwin Williams Co., Cleveland, Ohio.
Notify Sherwin Williams Co., Cleveland, Ohio.